



January 24, 2020

NOTICE

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Board of Directors meeting at 5:00PM on Wednesday, January 29, 2020 in the Sequoia Regional Cancer Center - Maynard Fought Conference Room, 4945 W. Cypress Avenue – Visalia.

The Board of Directors of the Kaweah Delta Health Care District will meet in a closed Board of Directors meeting at 5:31PM on Wednesday, January 29, 2020 in the Sequoia Regional Cancer Center - Maynard Fought Conference Room, 4945 W. Cypress Avenue – Visalia pursuant to Government Code 54956.9(d)(1), 54956.9(d)(2) Health and Safety Code 32155, 1461, and 32106.

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Board of Directors meeting at 6:00PM on Wednesday, January 29, 2020 in the Sequoia Regional Cancer Center - Maynard Fought Conference Room, 4945 W. Cypress Avenue – Visalia.

The Board of Directors of the Kaweah Delta Health Care District will meet in a closed Board of Directors meeting following the 6:00pm meeting on Wednesday, January 29, 2020 in the Sequoia Regional Cancer Center - Maynard Fought Conference Room, 4945 W. Cypress Avenue – Visalia pursuant to Government Code 54956.9(b)(1).

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings (special meetings are posted 24 hours prior to meetings) in the Kaweah Delta Medical Center, Mineral King Wing entry corridor between the Mineral King lobby and the Emergency Department waiting room.

The disclosable public records related to agendas are available for public inspection at the Kaweah Delta Medical Center – Acequia Wing, Executive Offices (Administration Department) {1st floor}, 400 West Mineral King Avenue, Visalia, CA and on the Kaweah Delta Health Care District web page <http://www.kaweahdelta.org>.

KAWEAH DELTA HEALTH CARE DISTRICT
David Francis, Secretary/Treasurer

A handwritten signature in black ink that reads 'Cindy Moccio'.

Cindy Moccio - Board Clerk / Executive Assistant to CEO

DISTRIBUTION:

Governing Board
Legal Counsel
Executive Team
Chief of Staff

www.kaweahdelta.org



KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS MEETING

Sequoia Regional Cancer Center - Maynard Fought Conference Room
4945 W. Cypress Avenue – Visalia
www.KaweahDelta.org

Wednesday, January 29, 2020

OPEN MEETING AGENDA {5:00PM}

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the subject matter jurisdictions of the Board are requested to identify themselves at this time.
4. **APPROVAL OF THE CLOSED AGENDA – 5:31PM**
 - 4.1. **Approval of closed meeting minutes** – December 18, 2019, January 8, 2020.
 - 4.2. **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 3 Cases –*Dennis Lynch, Legal Counsel*
 - 4.3. **Conference with Legal Counsel** – Existing Litigation – Pursuant to Government Code 54956.9(d)(1) – *Dennis Lynch, Legal Counsel & Evelyn McEntire, Director of Risk Management*
 - A. Grant v KDHCDC – Case#280250
 - B. Hadley v KDHCDC– Case # 19CECG03805
 - C. Hernandez v KDHCDC – Case #280745
 - D. Delgado v KDHCDC – CASE #280865
 - E. Gilbert v KDHCDC – CASE #19CECG02595
 - F. Foster v KDHCDC – CASE# 280726
 - G. Valdovinos v KDHCDC – CASE# 279423
 - H. Richards v KDHCDC – CASE #280708
 - 4.4. **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 31 Cases - *Evelyn McEntire, Director of Risk Management & Dennis Lynch, Legal Counsel*

Wednesday, January 29, 2020

Page 1 of 6

*Herb Hawkins – Zone I
Board Member*

*Lynn Havard Mirviss – Zone II
Vice President*

*Garth Gipson – Zone III
Board Member*

*David Francis – Zone IV
Secretary/Treasurer*

*Nevin House – Zone V
President*

2/348

MISSION: Health is our Passion. Excellence is our Focus. Compassion is our Promise.

- 4.5. **Quality Assurance** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee – *Evelyn McEntire, Director of Risk Management*
- 4.6. **Credentialing** - Medical Executive Committee requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval pursuant to Health and Safety Code 1461 and 32155 – *Harry Lively, MD, Immediate Past Chief of Staff.*
- 4.7. **Quality Assurance** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee – *Harry Lively, MD, Immediate Past Chief of Staff*

5. ADJOURN

CLOSED MEETING AGENDA {5:31PM}

1. CALL TO ORDER

2. APPROVAL OF CLOSED MEETING MINUTES – [December 18, 2019](#), [January 8, 2020](#)

Action Requested – Approval of the closed meeting minutes – December 18, 2019 and January 8, 2020

3. CONFERENCE WITH LEGAL COUNSEL – [ANTICIPATED LITIGATION](#) – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 3 Cases

Dennis Lynch, Legal Counsel

4. CONFERENCE WITH LEGAL COUNSEL – [EXISTING LITIGATION](#) – Pursuant to Government Code 54956.9(d)(1)

- A. Grant v KDHCDC – Case#280250
- B. Hadley v KDHCDC– Case # 19CECG03805
- C. Hernandez v KDHCDC – Case #280745
- D. Delgado v KDHCDC – CASE #280865
- E. Gilbert v KDHCDC – CASE #19CECG02595
- F. Foster v KDHCDC – CASE# 280726
- G. Valdovinos v KDHCDC – CASE# 279423
- H. Richards v KDHCDC – CASE #280708

Dennis Lynch, Legal Counsel & Evelyn McEntire, Director of Risk Management

5. CONFERENCE WITH LEGAL COUNSEL – [ANTICIPATED LITIGATION](#) – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 31 Cases

Evelyn McEntire, Director of Risk Management & Dennis Lynch, Legal Counsel

6. [QUALITY ASSURANCE](#) pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee

Evelyn McEntire, Director of Risk Management

7. **CREDENTIALING** - Medical Executive Committee requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval pursuant to Health and Safety Code 1461 and 32155

Harry Lively, MD, Immediate Past Chief of Staff.

8. **QUALITY ASSURANCE** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee

Harry Lively, MD, Immediate Past Chief of Staff

9. **ADJOURN**

OPEN MEETING AGENDA {6:00PM}

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the subject matter jurisdictions of the Board are requested to identify themselves at this time.
4. **CLOSED SESSION ACTION TAKEN** – Report on action(s) taken in closed session.
5. **OPEN MINUTES** – Request approval of the [December 18, December 30, 2019](#) and [January 8, 2020](#) meeting minutes.

Action Requested – Approval of the open meeting minutes – December 18, December 30, 2019 and January 8, 2020 open board of directors meeting minutes.

6. **RECOGNITIONS** – *Nevin House*
 - 6.1. Presentation of Resolution 2068 to Renee Gutierrez, Cook-Food and Nutrition Services, [Service Excellence Award for January 2020](#).

7. **ADJOURN TO TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING**

Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing – This hearing is being conducted as outlined in the notice of public hearing regarding financing plan for Kaweah Delta Health Care District. This hearing is to offer a venue for interested members of the public to express their views regarding the issuance of the transaction and the nature of the improvements and projects for which the financing funds will be allocated. Persons who wish to make a brief statement during the hearing regarding the projects may do so at this time.

8. RECONVENE TO OPEN SESSION OF THE BOARD OF DIRECTORS MEETING

9. 2020 BOND FINANCING

9.1. Review of Resolution 2066, a resolution of the Board of Directors of Kaweah Delta Health Care District authorizing the issuance of its revenue bonds, Series 2020, and the execution and delivery of an eleventh supplemental indenture, an escrow deposit agreement and certain related matters.

Malinda Tupper, VP & Chief Financial Officer, Jennifer Stockton, Director of Finance

Recommended Action - Approval of Resolution 2066, a resolution of the Board of Directors of Kaweah Delta Health Care District authorizing the issuance of revenue bonds pursuant to the local health care district law and chapters 3 and 6, part 1, division 2, title 5 of the California Government Code.

9.2. Review of (TEFRA) Resolution 2067, a resolution of the Board of Directors of Kaweah Delta Health Care District approving the issuance of its revenue bonds, Series 2020.

Malinda Tupper, VP & Chief Financial Officer, Jennifer Stockton, Director of Finance

Recommended Action - Approval of Resolution 2067, a resolution of the Board of Directors of Kaweah Delta Health Care District approving the issuance of its revenue bonds, Series 2020.

10. CONSENT CALENDAR - All matters under the Consent Calendar will be approved by one motion, unless a Board member request separate action on a specific item.

10.1. REPORTS

- A. [Medical Staff Recruitment](#)
- B. [Risk Management](#)
- C. [Medical Imaging Services](#)
- D. [Pathology & Lab](#)

10.2. POLICIES

A. ADMINISTRATIVE

- 1. [Travel, Per Diem & Other Employee Reimbursement](#) AP.19 Revised
- 2. [Access to Legal Counsel](#) AP.57 Revised
- 3. [Compliance with EMTALA](#) AP.98 Revised
- 4. [Advanced Directives](#) AP.112 Revised
- 5. [Suspected Illegal Substances](#) AP.139 Revised
- 6. Professional and Service Club District Reimbursed Memberships AP.105 Reviewed
- 7. Proper Addressing of US Mail AP.94 Delete

10.3. BOARD COMMITTEE MINUTES;

A. [Quality Council](#)

10.4. Approval of [Resolution 2069](#) rejection of claim – Thyssenkrupp vs. Kaweah Delta Health Care District.

10.5. Recommendation from the Medical Executive Committee (DECEMBER 2019)

- A. Privilege forms**
 - 1) [Cardiovascular Medicine](#) (revised)
 - 2) [Sequoia Health Wellness Out Patient](#)
 - 3) [Street Medicine](#) – addition to all privilege forms
- B. Rules & Regs Revision**
 - 1) [3.4 Delinquent Medical Records](#)
 - 2) [Automatic Suspension Privilege Criteria](#) – Revised

Recommended Action: Approve the January 29, 2020 Consent Calendar.

- 11. [KAWEAH DELTA MEDICAL FOUNDATION](#)** – Annual review of Kaweah Delta Medical Foundation.

Paul Schofield, CEO and Coby LaBlue, CFO – Kaweah Delta Medical Foundation

- 12. [QUALITY REPORT – EMERGENCY DEPARTMENT](#)** – A review of key measures and actions associated with quality of care and services in the Emergency Department.

Tom Siminski, Emergency Department Director and Sakona Seng, D.O., Medical Director of Emergency Medicine

- 13. [FINANCIALS](#)** – Review of the most current fiscal year 2020 financial results.

Malinda Tupper, VP & Chief Financial Officer

- 14. [CREDENTIALING](#)** – Medical Executive Committee requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval.

Harry Lively, MD, Immediate Past Chief of Staff

Recommended Action: Whereas a thorough review of all required information and supporting documentation necessary for the consideration of initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations (pursuant to the Medical Staff bylaws) has been completed by the Directors of the clinical services, the Credentials Committee, and the Executive Committee of the Medical Staff, for all of the medical staff scheduled for reappointment, Whereas the basis for the recommendations now before the Board of Trustees regarding initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations has been predicated upon the required reviews, including all supporting documentation, Be it therefore resolved that the following medical staff be approved or reappointed (as applicable), as attached, to the organized medical staff of Kaweah Delta Health Care District for a two year period unless otherwise specified, with physician-specific privileges granted as recommended by the Chief of Service, the Credentials Committee, and the Executive Committee of the Medical Staff and as will be documented on each medical staff member's letter of initial application approval and reappointment from the Board of Trustees and within their individual credentials files.

15. **CALIFORNIA HEALTH COLLABORATIVE** - Follow-up from December 18th Board meeting – discussion and response relative to requested letter to the City of Visalia relative to protecting the youth of Visalia from vaping and smoking.

Board of Directors

16. **BOARD BYLAWS** – Review and approval of proposed Bylaws changes from the December 30, 2019 Board of Directors meeting to add two additional Board Committees; Academic Development and Patient Experience.

Board of Directors

Recommended Action: Approval of the Board Bylaws including the addition of two Board Committees; Academic Development and Patient Experience

17. REPORTS

- 17.1. Chief of Staff – Report relative to current Medical Staff events and issues.

Harry Lively, MD, Immediate Past Chief of Staff

- 17.2. Chief Executive Officer Report -Report relative to current events and issues.

Gary Herbst, Chief Executive Officer

- Legislative Updates
- Federally Qualified Health Center

- 17.3. Board President - Report relative to current events and issues.

Nevin House, Board President

- Street Medicine
- Chapel
- Public Involvement
- February 2020 Board meeting agenda items

18. **APPROVAL OF CLOSED AGENDA AS FOLLOWS:** Closed Meeting Agenda – Immediately following the open session

- **CEO Evaluation** – Discussion of with the Board and the Chief Executive Officer relative to the evaluation of the Chief Executive Officer pursuant to Government Code 54957(b)(1) – *Dennis Lynch, Legal Counsel & Board of Directors*

ADJOURN

CLOSED MEETING AGENDA

1. CALL TO ORDER

2. **CEO EVALUATION** – Board and the Chief Executive Officer relative to the evaluation of the Chief Executive Officer pursuant to Government Code 54957(b)(1)

Dennis Lynch, Legal Counsel & Board of Directors

ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.

Wednesday, January 29, 2020

Page 6 of 6

*Herb Hawkins – Zone I
Board Member*

*Lynn Havard Mirviss – Zone II
Vice President*

*Garth Gipson – Zone III
Board Member*

*David Francis – Zone IV
Secretary/Treasurer*

*Nevin House – Zone V
President*

7/348

MISSION: Health is our Passion. Excellence is our Focus. Compassion is our Promise.

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JANUARY 29, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 8-34

MINUTES OF THE OPEN MEETING - KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS - WEDNESDAY, DECEMBER 18, 2019 4:15PM, QUAIL PARK AT SHANNON RANCH MEMORY CARE CENTER, LYNN HAVARD MIRVISS PRESIDING

PRESENT: Directors Havard Mirviss, Hawkins, House, & Francis; G. Herbst, CEO; T. Rayner, SVP & COO, M. Tupper, VP & CFO; R. Sawyer, VP & CNO; D. Cox, VP of Human Resources, M. Mertz, VP of Strategic Planning and Business Development, D. Leeper, VP & CIO; D. Lynch, Legal Counsel, C. Moccio, Recording

The meeting was called to order at 4:15PM by Director Havard Mirviss.

Director Havard Mirviss asked for approval of the agenda.

MMSC (House/Hawkins) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, and Francis

PUBLIC PARTICIPATION – Garth Gipson addressed the Board again noting his interest in the Zone 3 Board seat, noted that he would like to have the opportunity to serve the community.

APPROVAL OF THE CLOSED AGENDA – 5:30PM

- 4.1. **Approval of closed meeting minutes** – November 25, 2019.
- 4.2. **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 11 Cases – *Ben Cripps, Compliance & Privacy Officer and Dennis Lynch, Legal Counsel*
- 4.3. **Credentialing** pursuant to Health and Safety Code 1461 and 32155, medical staff privileges – *Dennis Lynch, Legal Counsel*
- 4.4. **Credentialing** - Medical Executive Committee requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval pursuant to Health and Safety Code 1461 and 32155 – *Byron Mendenhall, MD, Chief of Staff.*
- 4.5. **Quality Assurance** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee – *Byron Mendenhall, MD, Chief of Staff*

MMSC (Francis/House) to approve the closed agenda. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, and Francis

TOUR OF QUAIL PARK AT SHANNON RANCH

ADJOURN - Meeting was adjourned at 5:16PM

Lynn Havard Mirviss, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

Nevin House, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE OPEN MEETING - KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS - WEDNESDAY, DECEMBER 18, 2019 6:00PM, QUAIL PARK AT SHANNON RANCH MEMORY CARE CENTER, LYNN HAVARD MIRVISS PRESIDING

PRESENT: Directors Havard Mirviss, Hawkins, House, Hipkind & Francis; G. Herbst, CEO; T. Rayner, SVP & COO, M. Tupper, VP & CFO; R. Sawyer, VP & CNO; D. Cox, VP of Human Resources, M. Mertz, VP of Strategic Planning and Business Development, D. Leeper, VP & CIO; D. Lynch, Legal Counsel, C. Moccio, Recording

The meeting was called to order at 6:00PM by Director Havard Mirviss.

Director Havard Mirviss asked for approval of the agenda.

MMSC (Hawkins/House) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, and Francis

PUBLIC/MEDICAL STAFF PARTICIPATION

- May Chung, California Health Collaborative. Request for letter to the Visalia City Council (copy attached to the original of these minutes and considered a part thereof).

CLOSED SESSION ACTION TAKEN: Approval of the closed meeting minutes – Nov. 25, 2010.

OPEN MINUTES – Request for approval of the November 25, 2019 open board of directors meeting minutes.

MMSC (Hawkins/Francis) to approve of the open minutes – November 25, 2019. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, Hipkind, and Francis

RECOGNITIONS – John Hipkind, MD

Presentation of Resolution 2061 to Karen Bontekoe - Service Excellence Award – December 2019, presentation of Resolution 2062 to Mary Sisto, RN, Director of Nursing – Rehabilitation and Skilled Nursing retiring from Kaweah Delta – 12 years of service, presentation of Resolution 2063 to Mike Varela, Environmental Services Aide retiring from Kaweah Delta – 19 years of service, presentation of Resolution 2064 to Rose Newsom, RN Director of Nursing Practice retiring from Kaweah Delta – 42 years of service, presentation of Resolution 2065 to John Hipkind, MD in appreciation of his service to the Kaweah Delta Health Care District Board, 2008-2019.

STREET MEDICINE - Presentation relative to the Street Medicine Program (copy attached to the original of these minutes and considered a part thereof) - Omar Guzman, MD, Director of Undergraduate Medical Education, Department of Emergency Medicine

CONSENT CALENDAR – Director Havard Mirviss entertained a motion to approve the consent calendar with the removal of item 8.3B4.

MMSC (Francis/House) to approve the consent calendar with the removal of item 8.3B4 {Recommendation from the Medical Executive Committee – Privilege Criteria – Emergency Medicine}. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, Hipkind, and Francis

COMMUNITY ENGAGEMENT - Report on the Kaweah Delta Community Engagement Initiative groups (copy attached to the original of these minutes and considered a part thereof) - Deborah Volosin, Director of Community Engagement

GRADUATE MEDICAL EDUCATION ANNUAL REPORT – Annual institution review (copy attached to the original of these minutes and considered a part thereof) - Lori Winston, MD, Designated Institutional Official

STRATEGIC PLAN- KAWEAH CARE CULTURE – Strategic initiative update (copy attached to the original of these minutes and considered a part thereof) - Dianne Cox, Vice President of Human Resources, Laura Goddard, Director of Organizational Development, Ed Largoza, RN, Director of Patient Experience, Teresa Boyce, Director of Medical Staff Services, Sandy Volchko, RN, Director of Quality and Patient Safety, and Brittany Taylor, Director of Physician Recruitment/Relations

EMPLOYEE SATISFACTION SURVEY – Progress report relative to the 2019 Kaweah Delta Employee Survey (copy attached to the original of these minutes and considered a part thereof) - *Dianne Cox, Vice President of Human Resources & Laura Goddard, Director of Organizational Development*

MMSC (Hawkins/Hipskind) to approve the employee engagement action plan for fiscal year 2020. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, Hipskind, and Francis

RESOLUTION 2060 AND ORDINANCE 19-01 - Review and approval of Ordinance 19-01, approving a formal agreement for sale of Kaweah Delta Health Care District (Tulare County, California) revenue bonds, Series 2020. Review and approval of Resolution 2060, a resolution of the Board of Directors of Kaweah Delta Health Care District authorizing the issuance of revenue bonds pursuant to the local health care district law and chapters 3 and 6, part 1, division 2, title 5 of the California Government Code as reviewed and recommend for approval by the Finance, Property, Services, and Acquisition Committee (12/16/19) (copy attached to the original of these minutes and considered a part thereof) - Malinda Tupper, VP & Chief Financial Officer, Jennifer Stockton, Director of Finance

MMSC (Francis/Hawkins) Approval of Ordinance 19-01, approving a formal agreement for sale of Kaweah Delta Health Care District (Tulare County, California) revenue bonds, Series 2020. Approval of Resolution 2060, a resolution of the Board of Directors of Kaweah Delta Health Care District authorizing the issuance of revenue bonds pursuant to the local health care district law and chapters 3 and 6, part 1, division 2, title 5 of the California Government Code. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, Hipskind, and Francis

FINANCIALS – Review of the most current fiscal year 2020 financial results (copy attached to the original of these minutes and considered a part thereof) - *Malinda Tupper, VP & Chief Financial Officer*

CREDENTIALING – Byron Mendenhall, MD –Chief of Staff - Medical Executive Committee request that the appointment, reappointment and other credentialing activity regarding

clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval. Director Havard Mirviss requested a motion for the approval of the credentials report excluding the Emergency Medicine providers highlighted on Exhibit A {copy attached to the original of these minutes and considered a part thereof}.

MMSC (Hipskind/House) Whereas a thorough review of all required information and supporting documentation necessary for the consideration of initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations (pursuant to the Medical Staff bylaws) has been completed by the Directors of the clinical services, the Credentials Committee, and the Executive Committee of the Medical Staff, for all of the medical staff scheduled for reappointment, Whereas the basis for the recommendations now before the Board of Trustees regarding initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations has been predicated upon the required reviews, including all supporting documentation, Be it therefore resolved that the following medical staff, excluding Emergency Medicine Providers as highlighted on Exhibit A (copy attached to the original of these minutes and considered a part thereof), be approved or reappointed (as applicable), to the organized medical staff of Kaweah Delta Health Care District for a two year period unless otherwise specified, with physician-specific privileges granted as recommended by the Chief of Service, the Credentials Committee, and the Executive Committee of the Medical Staff and as will be documented on each medical staff member's letter of initial application approval and reappointment from the Board of Trustees and within their individual credentials files. Vote: Director Havard Mirviss, House, Hawkins, Francis & Hipskind – Yes.

Director John Hipskind, MD left the room for the vote on the credentials, for the Emergency Medicine providers as highlighted on Exhibit A {copy attached to the original of these minutes and considered a part thereof}.

Director Havard Mirviss requested a motion for the approval of the credentials report for the Emergency Medicine providers highlighted on Exhibit A {copy attached to the original of these minutes and considered a part thereof}.

MMSC (Francis/House) Whereas a thorough review of all required information and supporting documentation necessary for the consideration of initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations (pursuant to the Medical Staff bylaws) has been completed by the Directors of the clinical services, the Credentials Committee, and the Executive Committee of the Medical Staff, for all of the Emergency Medicine providers scheduled for reappointment. Whereas the basis for the recommendations now before the Board of Trustees regarding initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations has been predicated upon the required reviews, including all supporting documentation, Be it therefore resolved that the following medical staff Emergency Medicine providers be approved or reappointed (as applicable), to the organized medical staff of Kaweah Delta Health Care District for a two year period unless otherwise specified, with physician-specific privileges granted as recommended by the Chief of Service, the Credentials Committee, and the Executive Committee of the Medical Staff and as will be documented on each medical staff member's letter of initial application approval and reappointment from the Board of Trustees and within their individual

credentials files. Vote: Director Havard Mirviss, House, Francis & Hawkins – Yes. Director Hipkind – Absent.

ELECTION OF OFFICERS - Kaweah Delta Health Care District – The offices of President, Vice President, and Secretary/Treasurer shall be selected at the first regular meeting in December of a non-election year of the District. To hold the office of President, a Board member must have at least one year of service on the Board of Directors. These officers shall hold office for a period of two (2) years or until the successors have been duly elected (or in the case of an unfulfilled term, appointed) and qualified. The officer positions shall be by election of the Board itself - Dennis Lynch, Legal Counsel

- Mr. Lynch entertained nominations for the office of President.
 - Director Hipkind nominated Director House.
 - Director Hawkins nominated Director Francis.
 - With no other nomination Mr. Lynch asked for a vote for Director House for Board President {Francis, Hipkind & House}
 - Director Nevin House will now serve as the Board President.
- Mr. Lynch entertained nominations for the office of Vice President.
 - Director House nominated Director Havard Mirviss.
 - With no other nomination Mr. Lynch asked for a vote for Director Havard Mirviss as the Board Vice President {Francis, Hipkind, Hawkins, Havard Mirviss & House}
 - Director Havard Mirviss will now serve as the Board Vice President.
- Mr. Lynch entertained nominations for the office of Secretary/Treasurer.
 - Director House nominated Director Francis.
 - With no other nomination Mr. Lynch asked for a vote for Director Francis as the Board Secretary/Treasurer {Francis, Hipkind, Hawkins, Havard Mirviss & House}
 - Director Francis will now serve as the Board Secretary/Treasurer.

APPOINTMENT TO REPLACE JOHN HIPSKIND, MD ON THE KAWEAH DELTA HEALTH CARE, INC. BOARD OF DIRECTORS EFFECTIVE JANUARY 1, 2020.

MMSC () to appoint David Francis to serve on the Kaweah Delta Health Care, Inc. Board of Directors effective January 1, 2020. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, Hipkind, and Francis

APPOINTMENT TO REPLACE JOHN HIPSKIND, MD ON THE SEQUOIA INTEGRATED HEALTH BOARD OF MANAGERS EFFECTIVE JANUARY 1, 2020.

MMSC () to appoint Nevin House to serve on the Sequoia Integrated Health Board of Directors effective January 1, 2020. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, Hipkind, and Francis

REPORTS

Chief of Staff – Report relative to current Medical Staff events and issues - Byron Mendenhall, MD, Chief of Staff – No Report.

Chief Executive Officer Report -Report relative to current events and issues - Gary Herbst,
Chief Executive Officer

- Legislative Updates - MediCal DSH cuts postponed until May
- Federally Qualified Health Center – Progressing well.

Board President - Report relative to current events and issues - *Lynn Havard Mirviss, Board President*

- Director Havard Mirviss noted that it is a pleasure to work with this Board and John will be missed.

APPROVAL OF CLOSED AGENDA AS FOLLOWS: Closed Meeting Agenda – Immediately following the open session

- **CEO Evaluation** – Discussion of with the Board and the Chief Executive Officer relative to the evaluation of the Chief Executive Officer pursuant to Government Code 54957(b)(1) – *Dennis Lynch, Legal Counsel & Board of Directors*

MMSC (Francis/House) to approve the closed agenda. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, and Francis

ADJOURN - Meeting was adjourned at 9:30PM

Lynn Havard Mirviss, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

Nevin House, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE SPECIAL OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS HELD MONDAY DECEMBER 30, 2019 11:00AM, IN THE KAWEAH DELTA MEDICAL CENTER ACEQUIA WING EXECUTIVE OFFICE CONFERENCE ROOM, NEVIN HOUSE PRESIDING

PRESENT: Directors House, Havard Mirviss, Hawkins Hipskind, & Francis; G. Herbst, Chief Executive Officer; D. Lynch, Legal Counsel; C. Moccio, Board Clerk

The meeting was called to order at 11:00AM by Director House.

Director House entertained a motion to approve the agenda.

MMSC (Francis/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, Hipskind, and Francis

Public Participation – None.

KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – ZONE 3 – Discussion of the appointment process to fill the Zone 3 vacancy - Dennis Lynch, Legal Counsel and Board of Directors

- Review and discussion of each letter of interest from the eight interested community members relative to the vacated Zone 3 Board seat. The Board agreed that they would invite Mr. Fred Sheriff and Mr. Garth Gipson to an interview with the full Board on January 8, 2020.
- Discussion relative to the questions that will be asked of each candidate and provided to each candidate prior to their interview with the Board.

BOARD COMMITTEE ASSIGNMENTS 2020 – Review and discussion of 2020 Board Committee assignments – *Board of Directors*

- Following discussion of new committee assignments for 2020 the new assignments were agreed upon by the Board members and will be effective January 1, 2020.
- Discussion of the addition of a Board Graduate Medical Education Committee. The Board members agreed to the addition of this committee - the committee members will consist of two Board members, the Designated Institutional Officer, Pharmacy Director, and Chief Executive Officer. Meeting frequency will initially be bi-monthly.
- Mr. Herbst proposed the addition of a Patient Experience Committee. The Board agreed to also add this committee, which will consist of two Board members, the Chief Executive Officer, Director of Patient Experience, Vice President of Human Resources, Vice President and Chief Nursing Officer, and the Director of Emergency Services. The group will meeting on a monthly basis.

BOARD PRESIDENT REPORT – Nevin House, Board President

- Pledge/Flag Salute at Board meetings - Discussion of flag salute at Board meetings. Following a discussion, it was agreed that the District will place a California and US flag in the Blue Room at the Medical Center and in the Sequoia Regional Cancer Center Maynard Faught Conference Room.
- Board Committee Reports – Mr. House proposed having the chair of each committee report to the Board at the monthly Board meetings relative to activity in the Board Committee meeting they chair. Mr. Herbst proposed placing the minutes on the consent calendar and if Board members would like to make further comments or have questions about the minutes, they can pull them for discussion. Starting with the January 2020 Board meeting, we will begin to add the committee minutes to the consent calendar of each Board meeting.
- Board meeting agenda items for upcoming meeting – Director House noted that he has requested that a list of proposed agenda items for the next meeting be reviewed at each Board meeting. This will give each Board member an opportunity to review the next Board meeting agenda items for feedback and if there are additional items the Board would like to add or any items that should be deferred to a future meeting they can make that decision. Director House noted he would like to see the Board more at 50% discussion vs. our current 5% discussion during Board meetings.

Adjourn – Meeting adjourned at 12:55PM

Nevin House, Board President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE SPECIAL OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS HELD WEDNESDAY JANUARY 8, 2020 5:30PM, IN THE SEQUIOA REGIONAL CANCER CENTER MAYNARD FAUGHT CONFERENCE ROOM, NEVIN HOUSE PRESIDING

PRESENT: Directors House, Havard Mirviss, Hawkins & Francis; G. Herbst, Chief Executive Officer; D. Lynch, Legal Counsel; C. Moccio, Board Clerk

The meeting was called to order at 5:30PM by Director House.

Director House entertained a motion to approve the agenda.

MMSC (Francis/Hawkins) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, House, and Francis

Public Participation – None.

ZONE 3 INTERVIEWS

- The Board conducted interviews with Mr. Garth Gipson and Mr. Fred Sheriff.
- Following the two interviews, the Board had an in-depth discussion regarding the pros and cons of each candidate.

MMSC (Francis/House) to appoint Garth Gipson to the Kaweah Delta Health Care District Zone 3 seat. *Vote: Yes – Havard Mirviss, Hawkins, House, and Francis*

APPROVAL OF THE CLOSED AGENDA AS FOLLOWS: Closed Meeting Agenda – immediately following the 5:30PM open meeting.

- Personnel – Consideration of the employment of a potential employee {Vice President and Chief Quality Officer} per Government Code 54957(b)(1) – Board of Directors and Dennis Lynch, legal counsel

MMSC (Francis/House) to approve the closed agenda - Personnel – Consideration of the employment of a potential employee {Vice President and Chief Quality Officer} per Government Code 54957(b)(1). *Vote: Yes – Havard Mirviss, Hawkins, House, and Francis*

Adjourn – Meeting adjourned at 8:00PM

Nevin House, Board President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

Renee Gutierrez has just been nominated for the SERVICE EXCELLENCE AWARD by Tina Alafa

BEHAVIORAL STANDARDS OF PERFORMANCE:

Compassionate Service: Renee is always so delightful and pleasant to everyone who comes through the display cooking line

Commitment to Colleagues: Renee realizes that as an employee, we have a limited time for break. She always serves us with diligence and a smile. If there is a delay in getting the food to us, she is always very apologetic, I absolutely love seeing her at the grill, she always has a smile to share.

COMMENTS:

She is an amazing cook, always pleasant to chat with, very personable and seems to enjoy her job. I have been in line waiting when she had no help refilling the supplies at her station, and she was apologetic and truly concerned about our wait in line. She is a true asset to us all and the perfect reflection of Kaweah Care!

SUPERVISOR:
Raymond Shiu

KAWEAH DELTA HEALTH CARE DISTRICT (the “District”)
FINANCE DIVISION MEMORANDUM

TO: Finance Committee, Board of Directors, Chief Executive Officer and Executive Team

FROM: Malinda Tupper, Chief Financial Officer
Jennifer Stockton, Director of Finance

DATE: January 17, 2020

SUBJECT: 2020 Revenue Bonds Final Resolution No. 2066 and TEFRA Resolution No. 2067

On December 18, 2019, the District’s Board of Directors (the “Board”) approved Resolution No. 6020 and Ordinance No. 19-01 authorizing certain officers of the District to take steps necessary for the issuance of revenue bonds (the “2020 Bonds”) in a principal amount not to exceed \$15,000,000 for the purpose of financing the acquisition, installation and equipping of the District’s facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects that are approved by the Board (the “2020 Project”).

Since approval of Resolution No. 6020 and Ordinance No. 19-01, District staff has evaluated the merits of both a public offering and a private placement of the 2020 Bonds and has elected to utilize Piper Sandler to act as its Placement Agent with respect to the private placement of the 2020 Bonds. The election to pursue a private placement of the 2020 Bonds was based on a competitive process. Both Resolution No. 6020 and Ordinance No. 19-01 have been published twice in the local newspaper, as required by provisions of the State of California Health and Safety Code.

The District is pursuing this bond financing with Signature Public Funding Corp. (“Signature”), for the purchase of all of the 2020 Bonds. Based on the final term sheet received from Signature, management believes that favorable tax-exempt interest rates currently available offer the District the most advantageous structure available, after considering all factors, to the District. Assuming that the 2020 Bonds are closed on or before January 31, 2020, Signature has agreed to a 2.37% fixed interest rate with a 15-year final maturity.

We estimate that the 2020 Bonds will produce net proceeds of \$15,000,000, require total debt service of approximately \$18,118,000 based on an assumed interest rate of 2.37%, a final maturity of June 30, 2035, no debt service reserve fund, and a scheduled closing date of January 31, 2020. Costs associated with issuance of the 2020 Bonds is estimated to be \$150,000 in the aggregate and the estimated placement agent fee is estimated to be an additional \$30,000. This information is provided pursuant to Government Code Section 5852.1 and constitute good faith estimates at the time of passage of the Final Resolution.

The following summarizes the purpose and general content of the final resolution to be reviewed by the Board on January 29, 2020.

Final Resolution No. 2066. The Final Resolution authorizes certain District management and Board members to act on behalf of the District to complete the issuance and sale of the 2020 Bonds. The final resolution describes the use of proceeds of the 2020 Bonds (see above description of the 2020 Project), establishes a limit of \$15,000,000 of principal amount of bonds authorized to be issued, establishes a not to exceed final maturity of 40 years, establishes a not to exceed true interest rate of 3.00% and approves substantially final form of the Eleventh Supplemental Indenture and a Bond Purchase Agreement (if utilized). The final resolution authorizes the President of the Board, the District's Chief Executive Officer, and/or its Chief Financial Officer, and/or its Director of Finance to execute and deliver all documents and take any and all necessary action needed to carry out the intended purposes of this final resolution.

TEFRA Resolution No. 2067. The TEFRA Resolution authorizes issuance of a portion of the 2020 Bonds that relate to the purchase, construction and equipping of the Tulare Clinic facility (the "501(c)(3) Bonds") so that these bond proceeds can be used for the Tulare Clinic facility no matter how that facility is licensed and operated, thus providing greater flexibility for the District and for use of a portion of the proceeds of the 2020 Bonds.

For any questions regarding the documents, please contact Malinda Tupper at 624-4065 or Jennifer Stockton at 624-5536.

KAWEAH DELTA HEALTH CARE DISTRICT

RESOLUTION NO. 2066

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
KAWEAH DELTA HEALTH CARE DISTRICT
AUTHORIZING THE ISSUANCE OF ITS REVENUE
BONDS, SERIES 2020, AND THE EXECUTION AND
DELIVERY OF AN ELEVENTH SUPPLEMENTAL
INDENTURE, AN ESCROW DEPOSIT AGREEMENT AND
CERTAIN RELATED MATTERS**

WHEREAS, the Board of Directors (the “*Board*”) of KAWEAH DELTA HEALTH CARE DISTRICT (the “*District*”) proposes to issue its revenue bonds pursuant to the Local Health Care District Law of the State of California and the California Government Code to provide funds for (i) financing the acquisition, installation and equipping of the District’s facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, for the District’s facilities that are approved by the Board, including the reimbursement of moneys advanced by the District for such purpose and all expenditures incidental thereto or connected therewith (collectively, the “*Improvements*”), and (ii) the payment of the costs of issuance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The District is a local health care district and a political subdivision organized and existing pursuant to the Local Health Care District Law of the State of California as set forth in sections 32000 *et seq.* of the California Health and Safety Code. The District currently owns and operates hospitals and other health care facilities (“*Hospital Facilities*”) within and outside the boundaries of the District in Tulare County, California and in Kings County, California. In connection with the continued operation of the Hospital Facilities and to serve the growing population and medical needs of the District, the District needs to purchase, acquire, install and equip the Improvements to be used in, or in connection with, the Hospital Facilities.

Section 2. The District is hereby authorized to issue, sell and deliver in one or more series revenue bonds of the District designated “Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020” (the “*2020 Bonds*”) in an aggregate principal amount not to exceed fifteen million dollars (\$15,000,000) maturing over a period of not more than forty (40) years and a true interest cost (TIC) of not to exceed three percent (3.0%) *per annum*, payable semi-annually.

Section 3. The form of the Eleventh Supplemental Indenture (the “*Eleventh Supplement*”), relating to the 2020 Bonds, and supplementing and amending the Indenture, dated as of May 1, 1999, between the District and U.S. Bank National Association (as successor in trust to The Bank of New York Mellon Trust Company, N.A. and BNY Western Trust Company), as trustee (the “*Trustee*”) (as supplemented and amended to date, the “*Indenture*”), as made available to the Board, is hereby approved.

Section 4. Each of the President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District, or an individual acting in the capacity of any of them, is hereby authorized, empowered and directed, for and on behalf of the District, to execute and deliver the Eleventh Supplement to the Trustee, in substantially the form thereof made available to the Board, with such changes and modifications therein as such officer may require or approve, such requirement or approval to be conclusively evidenced by such officer’s execution and delivery thereof. The principal amounts, series, dated dates, maturity dates, interest rates, denominations, forms, registration privileges, place or places of payment, terms of redemption and other terms of the 2020 Bonds shall be as provided in the Eleventh Supplement, as executed.

Section 5. The 2020 Bonds shall be executed by the manual or facsimile signature of the President of the Board, the Chief Executive Officer or the Chief Financial Officer of the District, or an individual acting in the capacity of any of them, and the seal of the District may (but need not) be affixed thereon (or a facsimile reproduced thereon) and attested by the manual or facsimile signature of the Secretary-Treasurer of the Board or the Director of Finance of the District, in the form set forth in and otherwise in accordance with the Indenture, as supplemented by the Eleventh Supplement.

Section 6. The 2020 Bonds, when so executed, shall be delivered to the Trustee for authentication. The Trustee is hereby requested and directed to authenticate the 2020 Bonds by manually executing the Trustee’s Certificate of Authentication appearing thereon, and to deliver the 2020 Bonds, when duly executed and authenticated, to Signature Public Funding Corp., a New York corporation, as purchaser (the “*Purchaser*”), in accordance with written instructions executed on behalf of the District by the Chief Executive Officer, the Chief Financial Officer or the Director of Finance of the District, or an individual acting in the capacity of any of them, which instructions such officer is hereby authorized and directed, for and on behalf of the District, to execute and deliver to the Trustee. Such instructions shall provide for the delivery of the 2020 Bonds to the Purchaser upon payment of the purchase price therefor.

Section 7. The Secretary-Treasurer of the Board or the Director of Finance of the District is hereby authorized and empowered to attest the signature of the President of the Board, the Chief Executive Officer or the Chief Financial Officer of the District, or an individual acting in the capacity of any of them, as the case may be, and to affix and attest the seal of the District, in any case as may be required in connection with the execution and delivery of the Eleventh Supplement and the 2020 Bonds, all in accordance with the terms and provisions of this resolution.

Section 8. The President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District, and any individual acting in the

capacity of any of them, and such other District personnel as shall be directed by any of the foregoing, are hereby authorized, empowered and directed, jointly and severally, to do any and all things, to take any and all actions, and to execute and deliver any and all documents which they deem necessary or appropriate in order to consummate the issuance, sale and delivery of the 2020 Bonds, including, without limitation, (i) an Escrow Deposit Agreement, among the District, the Purchaser and Signature Bank, a New York state-chartered commercial bank, as escrow agent, and (ii) a Tax Certificate and Agreement, executed by the District and acknowledged by the Trustee, and otherwise to effectuate the purposes of this resolution and the transactions contemplated hereby.

Section 9. The 2020 Bonds and all obligations of the District with respect thereto shall be and remain limited obligations of the District payable exclusively from the revenues of the Hospital Facilities. No recourse shall be had against any properties, funds or assets of the District other than the District's revenues for the payment of any amounts owing pursuant to the 2020 Bonds. The 2020 Bonds will not be secured by the taxing power of the District. No recourse shall be had for the payment of the principal of or interest on the 2020 Bonds or for any claim based thereon against any member, officer or employee of the District or any person executing the 2020 Bonds.

Section 10. The President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District, and any individual acting in the capacity of any of them, and such other District personnel as shall be directed by any of the foregoing, are each hereby authorized, empowered and directed, for and on behalf of the District, to take any and all actions necessary or appropriate in order to carry out the intended purposes of this resolution.

Section 11. This resolution shall take effect immediately.

(Signature Page to Follow)

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of Kaweah Delta Health Care District on January 29, 2020, by the following vote:

AYES: Directors: _____

NOES: Directors: _____

ABSENT: _____

Nevin House
President, Board of Directors
Kaweah Delta Health Care District

Attest:

David Francis
Secretary-Treasurer, Board of Directors
Kaweah Delta Health Care District

RESOLUTION NO. 2067

**RESOLUTION OF THE BOARD OF DIRECTORS OF
KAWEAH DELTA HEALTH CARE DISTRICT
APPROVING THE ISSUANCE OF ITS REVENUE BONDS,
SERIES 2020**

WHEREAS, the Kaweah Delta Health Care District (the “*District*”) is a local health care district and a political subdivision organized and existing pursuant to the Local Health Care District Law of the State of California as set forth in sections 32000 et. seq. of the California Health and Safety Code; and

WHEREAS, the District currently owns and operates hospitals and other health care facilities (“*Hospital Facilities*”) within and outside the boundaries of the District in Tulare County, California and in Kings County, California, and, in connection with the continued operation of the Hospital Facilities and to serve the growing population and medical needs of the District, the District needs to purchase, acquire, install and equip the Projects (as hereinafter defined) to be used in connection with the Hospital Facilities; and

WHEREAS, the Board of Directors (the “*Board*”) of the District has proposed to issue its KAWEAH DELTA HEALTH CARE DISTRICT (TULARE COUNTY, CALIFORNIA) REVENUE BONDS, SERIES 2020 (the “*2020 Bonds*”) pursuant to the Local Health Care District Law of the State of California and the California Government Code to provide funds for financing the acquisition, installation and equipping of the District’s facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, for the District’s facilities that are approved by the Board, including the reimbursement of moneys advanced by the District for such purpose and all expenditures incidental thereto or connected therewith (collectively, the “*Projects*”) and the payment of the costs of issuance thereof; and

WHEREAS, a portion of the 2020 Bonds will be issued as qualified 501(c)(3) bonds (the “*501(c)(3) Bonds*”) under section 145 of the Internal Revenue Code of 1986 (the “*Code*”); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of qualified 501(c)(3) bonds is required to be approved by the issuer of such bonds, after a public hearing held after reasonable public notice; and

WHEREAS, the District is the issuer of the 501(c)(3) Bonds; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the District, a notice that a public hearing regarding the proposed issuance of the 501(c)(3) Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on the date hereof by the Board at which time an opportunity was provided to interested parties to be heard with respect to the proposed issuance of the 501(c)(3) Bonds and financing of the Projects; and

WHEREAS, it is intended that this resolution shall constitute the approval of the proposed issuance of the 501(c)(3) Bonds required by Section 147(f) of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, AS FOLLOWS:

Section 1. The Board hereby approves the issuance of the 501(c)(3) Bonds by the District. It is the purpose and intent of this Board that this resolution constitutes approval of the issuance of the 501(c)(3) Bonds for the purposes of Section 147(f) of the Code.

Section 2. The 501(c)(3) Bonds will be a limited obligation of the District and will not create a general obligation or a pledge of the faith and credit or taxing power of the District.

Section 3. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of Kaweah Delta Health Care District on January 29, 2020, by the following vote:

AYES: Directors: _____

NOES: Directors: _____

ABSENT: _____

Nevin House
President, Board of Directors
Kaweah Delta Health Care District

Attest:

David Francis
Secretary-Treasurer, Board of Directors
Kaweah Delta Health Care District

ELEVENTH SUPPLEMENTAL INDENTURE

Dated as of January 1, 2020

Between

KAWEAH DELTA HEALTH CARE DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,

as trustee,

relating to

\$6,800,000

**KAWEAH DELTA HEALTH CARE DISTRICT
(TULARE COUNTY, CALIFORNIA)
REVENUE BONDS
SERIES 2020A**

\$8,200,000

**KAWEAH DELTA HEALTH CARE
DISTRICT
(TULARE COUNTY, CALIFORNIA)
REVENUE BONDS
SERIES 2020B**

TABLE OF CONTENTS

	Tab
ARTICLE I DEFINITIONS	3
Section 1.01 <u>Definitions</u>	3
ARTICLE II THE BONDS	5
Section 2.01 <u>Authorization of the 2020 Bonds</u>	5
Section 2.02 <u>Terms of the 2020 Bonds</u>	6
Section 2.03 <u>Form of the 2020 Bonds</u>	7
Section 2.04 <u>Execution, Transfer, Exchange, Etc. of Bonds</u>	7
Section 2.05 <u>Validity of the 2020 Bonds</u>	7
ARTICLE III ISSUANCE OF 2020 BONDS; APPLICATION OF PROCEEDS	8
Section 3.01 <u>Issuance of the 2020 Bonds</u>	8
Section 3.02 <u>Application of Proceeds</u>	8
Section 3.03 <u>Establishment and Application of Costs of Issuance Fund</u>	8
Section 3.04 <u>Application of Moneys in the 2020 Project Account Held by the Escrow Agent</u>	9
ARTICLE IV REDEMPTION OF 2020 BONDS	9
Section 4.01 <u>Terms of Redemption</u>	9
Section 4.02 <u>Selection of Bonds for Redemption</u>	11
Section 4.03 <u>Notice of Redemption</u>	11
Section 4.04 <u>Surrender of Bonds</u>	11
ARTICLE V BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT	11
Section 5.01 <u>Appointment</u>	11
Section 5.02 <u>Authorization and Direction</u>	11
ARTICLE VI CONFIRMATION AND RATIFICATION	11
Section 6.01 <u>Reaffirmation</u>	12
Section 6.02 <u>Ratification</u>	12
ARTICLE VII	12
Section 7.01 <u>Additional Provisions and Rights so Long as Bonds are Held by the Purchaser</u>	12
EXHIBITS	
EXHIBIT A – FORM OF 2020 BOND	A-1
EXHIBIT B – FORM OF COSTS OF ISSUANCE FUND REQUISITION	B-1
EXHIBIT C – FORM OF 2020 PROJECT ACCOUNT REQUISITION	C-1

ELEVENTH SUPPLEMENTAL INDENTURE

This **ELEVENTH SUPPLEMENTAL INDENTURE** is made and entered into as of January 1, 2020, by and between **KAWEAH DELTA HEALTH CARE DISTRICT**, a local health care district of the State of California (the “*District*”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee (the “*Trustee*”), having a corporate trust office in San Francisco, California, as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A. (together, the “*Prior Trustee*”), and being qualified to accept and administer the trusts hereby created.

WITNESSETH:

WHEREAS, the District is a local health care district duly organized and existing under and pursuant to The Local Health Care District Law of the State of California, constituting Division 23 of the California Health and Safety Code; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District Revenue Bonds, Series 1999A, in the original aggregate principal amount of \$42,000,000, pursuant to an Indenture, dated as of May 1, 1999 (the “*1999 Indenture*”), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District Revenue Bonds, Series 2003A, in the original aggregate principal amount of \$10,720,000 and its Kaweah Delta Health Care District Revenue Bonds, Taxable Series 2003, in the original aggregate principal amount of \$16,000,000, pursuant to a First Supplemental Indenture, dated as of June 1, 2003 (the “*First Supplement*”), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2004, in the original aggregate principal amount of \$78,370,000, pursuant to a Second Supplemental Indenture, dated as of August 1, 2004 (the “*Second Supplement*”), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2005, in the original aggregate principal amount of \$27,500,000, pursuant to a Third Supplemental Indenture, dated as of May 1, 2005 (the “*Third Supplement*”), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2006, in the original aggregate principal amount of \$33,935,000, pursuant to a Fourth Supplemental Indenture, dated as of December 1, 2006 (the “*Fourth Supplement*”), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2011A, in the original aggregate principal amount of \$5,255,000, and its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2011B, in the original

aggregate principal amount of \$8,235,000, pursuant to a Fifth Supplemental Indenture, dated as of May 1, 2011 (the “*Fifth Supplement*”), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2012, in the original aggregate principal amount of \$75,800,000 (the “*2012 Bonds*”), pursuant to a Sixth Supplemental Indenture, dated as of July 1, 2012 (the “*Sixth Supplement*”), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2015A, in the original aggregate principal amount of \$19,361,000 (the “*2015A Bonds*”), pursuant to a Seventh Supplemental Indenture, dated as of October 1, 2015 (the “*Seventh Supplement*”), between the District and the Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2015B, in the original aggregate principal amount of \$98,425,000 (the “*2015B Bonds*”), pursuant to an Eighth Supplemental Indenture, dated as of December 1, 2015 (the “*Eighth Supplement*”), between the District and the Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2017A, in the original aggregate principal amount of \$13,700,000 (the “*2017A Bonds*”) and Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2017B, in the original aggregate principal amount of \$20,000,000 (the “*2017B Bonds*”), pursuant to a Ninth Supplemental Indenture, dated as of April 1, 2017 (the “*Ninth Supplement*”), between the District and the Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2017C, in the original aggregate principal amount of \$59,511,000 (the “*2017C Bonds*”), pursuant to a Tenth Supplemental Indenture, dated as of December 1, 2017 (the “*Tenth Supplement*”), between the District and the Trustee; and

WHEREAS, the District intends to authorize, issue, sell and deliver \$6,800,000 in aggregate principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020A (the “*2020A Bonds*”) and \$8,200,000 in aggregate principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020B (the “*2020B Bonds*” and together with the 2020A Bonds, the “*2020 Bonds*”), pursuant to the provisions of section 32315 *et seq.* of the California Health and Safety Code and pursuant to the provisions of Chapter 6 (commencing with section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code (except that the provisions of Article 3 of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code shall not apply) for the purposes of financing the 2020 Project (as defined herein); and

WHEREAS, the 2020 Bonds will be issued as “Additional Bonds” (as defined in the 1999 Indenture) and the conditions set forth in the Indenture for the issuance of the 2020 Bonds as Additional Bonds have been satisfied; and

WHEREAS, the District is executing and delivering this Eleventh Supplemental Indenture (this “*Eleventh Supplement*” and, together with the 1999 Indenture, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement and the Tenth Supplement, the “*Indenture*”) in order to provide for the authentication and delivery of the 2020 Bonds, to establish and declare the terms and conditions upon which the 2020 Bonds will be issued and delivered and to secure the payment of the principal thereof, premium (if any) and interest thereon; and

WHEREAS, the District hereby certifies that all acts and proceedings required by law or necessary to make the 2020 Bonds, when executed by the District and authenticated and delivered by the Trustee, the duly issued, valid, binding and legal limited obligations of the District, and to constitute the Indenture, as hereby supplemented, a valid and binding agreement for the uses and purposes herein and therein set forth in accordance with their respective terms, have been done and taken, and the execution and delivery of this Eleventh Supplement has been in all respects duly authorized;

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENT WITNESSETH, that in order to secure the payment of the principal of, premium (if any) and interest on all Bonds at any time issued and outstanding pursuant to the Indenture, according to their tenor, and to secure the performance and observation of all of the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2020 Bonds are to be issued and sold, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2020 Bonds by the holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the District does hereby covenant and agree with the Trustee, for the benefit of the holders from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, or as otherwise defined herein, defined terms identified by initial capital letters herein and in any certificate, opinion or other document executed and delivered pursuant hereto shall have the same meanings as set forth in the Indenture.

“*2020 Project*” means the acquisition, installation and equipping of the District’s facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, including, without limitation, a CT Scanner, a Da Vinci Surgical Robot, a Lab Chemistry and Coagulation Analyzer, a Cath Lab Artis Q Upgrade, radiology rooms, and such other facility

infrastructure improvements and projects and/or the purchase of equipment, for the District's facilities that are approved by the Board.

“Additional Bonds” means all Bonds authorized by and at any time Outstanding pursuant to the Indenture and any indenture supplemental thereto.

“Board” means the Board of Directors of the District.

“Bonds” means the Kaweah Delta Health Care District Revenue Bonds, authorized by and at any time Outstanding pursuant to this Indenture, including the 2012 Bonds, the 2015A Bonds, the 2015B Bonds, the 2017A Bonds, the 2017B Bonds, the 2017C Bonds, the 2020 Bonds and any Additional Bonds.

“Default Rate” means a rate of interest of 6.00% per annum.

“Determination of Taxability” means, and shall be deemed to have occurred on the first to occur of, the following:

(i) on the date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Owner or any former Owner notifies the District that it has received a written opinion by a nationally recognized attorney or firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the District of such notification from the Owner or any former Owner, the District shall deliver to the Owner and any former Owner (a) absent any occurrence described in clauses (i), (iii) or (iv) of this definition of “Determination of Taxability, an opinion of a nationally recognized attorney or firm of attorneys of substantial experience on the subject of tax-exempt municipal finance reasonably acceptable to the Owner stating that an Event of Taxability has not occurred or (b) a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the District shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the District, or upon any review or audit of the District or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the District shall receive notice from the Owner or any former Owner that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Owner or such former Owner the interest with respect to the 2020 Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Owner or former Owner, the District shall promptly reimburse such Owner or former Owner for any payments, including any taxes, interest, penalties or other charges, such Owner (or former Owner) shall be obligated to make as a result of the Determination of Taxability.

“*Escrow Agent*” means Signature Bank, a New York state-chartered commercial bank, as escrow agent pursuant to the Escrow Agreement.

“*Escrow Agreement*” means the Escrow Deposit Agreement, dated as of January 1, 2020, among the District, the Purchaser and the Escrow Agent.

“*Event of Taxability*” means (i) the taking of any action by the District, or the failure to take any action by the District, or the making by the District of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the 2020 Bonds, which has the effect of causing interest paid or payable with respect to the 2020 Bonds to become includable, in whole or in part, in the gross income of the Owner or any former Owner for federal income tax purposes or (ii) the passage of any federal or state law, or the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which law, ruling, decree, judgment or action shall be final under applicable law, in either case, which has the effect of causing interest paid or payable with respect to the 2020 Bonds to become includable, in whole or in part, in the gross income of the Owner or any former Owner for federal income tax purposes with respect to the 2020 Bonds.

“*Owner*” means the registered owner of the respective series of 2020 Bonds.

“*Purchaser*” means Signature Public Funding Corp., a New York corporation.

“*Taxable Period*” has the meaning set forth in Section 2.02(c) hereof.

“*Taxable Rate*” means [_____].

ARTICLE II

THE BONDS

Section 2.01 Authorization of the 2020 Bonds. The District hereby authorizes the issuance and sale of \$6,800,000 in aggregate original principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020A and \$8,200,000 in aggregate original principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020B, pursuant to the provisions of section 32315 *et seq.* of the California Health and Safety Code and pursuant to the provisions of Chapter 6 (commencing with section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code (except that the provisions of Article 3 of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code shall not apply), subject to and in accordance with the terms and conditions

set forth in the Indenture and herein. This Eleventh Supplement confirms the District's continuing agreement with the Holders of the Bonds from time to time to secure the full payment of the principal of, premium, if any, and interest on all Bonds Outstanding from time to time pursuant to the Indenture in accordance with the covenants, provisions and conditions contained in the Indenture, including this Eleventh Supplement.

Section 2.02 Terms of the 2020 Bonds.

(a) The 2020A Bonds shall be issued initially in the form of a single fully-registered Bond, numbered R-1, in the amount of \$6,800,000, registered initially in the name of the Purchaser, and evidenced by one bond certificate. The 2020B Bonds shall be issued initially in the form of a single fully-registered Bond, numbered R-1, in the amount of \$8,200,000, registered initially in the name of the Purchaser, and evidenced by one bond certificate. The 2020 Bonds shall be dated and bear interest from their initial date of delivery, computed on the basis of a 360-day-year comprised of twelve 30-day months, payable semiannually on December 1 and June 1 of each year, commencing June 1, 2020, until the 2020 Bonds are paid or redeemed. The 2020 Bonds shall mature in the year 2035, shall bear interest at the rate of 2.37% per annum, and shall be subject to redemption as provided in Article IV hereof. Debt service schedules for the 2020 Bonds are attached hereto as Exhibit D.

(b) *Default Rate.* Upon the occurrence and continuation of an Event of Default, the 2020 Bonds shall bear interest at the Default Rate, provided that, for the purposes of this Section 2.02(b), a default in the due and punctual payment of principal of or interest on the 2020 Bonds shall not be deemed to have occurred until the 11th day after such principal or interest is due.

(c) *Taxable Rate.*

(i) In the event a Determination of Taxability occurs, to the extent not payable to each Owner under the terms of this Eleventh Supplemental Indenture and the 2020 Bonds, the District hereby agrees to pay to each Owner on demand therefor (A) an amount equal to the difference between (1) the amount of interest that would have been paid to such Owner on the 2020 Bonds during the period for which interest on the 2020 Bonds is included in the gross income of such Owner if the 2020 Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (2) the amount of interest actually paid to the Owner during the Taxable Period, and (B) an amount equal to any interest, penalties or charges owed by such Owner as a result of interest on the 2020 Bonds becoming included in the gross income of such Owner, together with any and all external attorneys' fees, court costs, or other reasonable out-of-pocket costs incurred by such Owner in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, such Owner shall afford the District the opportunity, at the District's sole cost and expense, to contest any challenge to the validity of the tax exemption with respect to the interest on the 2020 Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the District of its right to contest set forth in clause (ii) above, the District shall, within thirty (30) days of the written demand therefor, reimburse such Owner for any and all expenses (including attorneys' fees or other costs for services that may be required or desirable, as determined by such Owner in its sole discretion) that may be incurred by the Owner in connection with any such contest, and shall, on demand, immediately reimburse the Owner for any and all penalties or other charges payable by such Owner for failure to include such interest in its gross income.

(iv) The obligations of the District under this Section 2.02(c) shall survive the termination of this Eleventh Supplemental Indenture, and the redemption or other payment in full of the 2020 Bonds.

Section 2.03 Form of the 2020 Bonds. The 2020 Bonds and the Trustee's certificate of authentication and the assignment to appear thereon shall be in substantially the form set forth as Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as may be permitted or required by the Indenture, including this Eleventh Supplement.

Section 2.04 Execution, Transfer, Exchange, Etc. of Bonds. The 2020 Bonds shall be executed, and subject to transfer, exchange, registration, replacement, as more fully provided in Section 2.04 through and including Section 2.09 of the 1999 Indenture. Notwithstanding any provision of the Indenture, including this Eleventh Supplement, to the contrary:

(a) Purchaser reserves the right—without the consent of (but with notice to) the District—to assign, sell or otherwise transfer the 2020 Bonds (or interests therein) to a “qualified institutional buyer” (a “*Qualified Institutional Buyer*”) within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the “*Securities Act*”), an “accredited investor” as defined in section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an “*Accredited Investor*”), or a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors, upon receipt of a certificate of such Qualified Institutional Buyer, Accredited Investor, or other entity, as the case may be, accepting the certifications and warranties of the Purchaser made in the Bond Purchaser Letter, dated the date of the 2020 Bonds.

(b) The District and the Trustee shall be entitled to treat the person in whose name any 2020 Bond is registered as the bondholder thereof for all purposes of the Indenture, including this Eleventh Supplement, and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District; and the District and the Trustee shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the 2020 Bonds. Neither the District nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party except for the holder of any 2020 Bond.

Section 2.05 Validity of the 2020 Bonds.

(a) The Board has reviewed all proceedings heretofore taken relative to the authorization of the 2020 Bonds and, as a result of such review, hereby finds and determines that

all acts, conditions and facts required by law to exist, happen or be performed precedent to the issuance of the 2020 Bonds have been performed, have happened and do exist, in due time, form and manner as required by law, and the Board is now authorized, pursuant to each and every requirement of the Law to issue the 2020 Bonds in the form and manner provided in the Indenture, including this Eleventh Supplement, and the 2020 Bonds shall be entitled to the benefit, protection and security of the provisions of the Indenture, including this Eleventh Supplement.

(b) From and after the issuance of the 2020 Bonds, the findings and determinations of the Board with respect to the 2020 Bonds shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the 2020 Bonds is at issue, and no *bona fide* purchaser of any of the 2020 Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance or to the application of the proceeds of sale of the 2020 Bonds. The recital contained in the 2020 Bonds that the same are issued pursuant to the Law and the Indenture, including this Eleventh Supplement, shall be conclusive evidence of their validity and of the regularity of the issuance and all 2020 Bonds shall be incontestable from and after the issuance thereof. The 2020 Bonds shall be deemed to be issued within the meaning of the Indenture whenever the 2020 Bonds have been delivered to the Purchaser and the proceeds of sale thereof have been received by the Escrow Agent.

ARTICLE III

ISSUANCE OF 2020 BONDS; APPLICATION OF PROCEEDS

Section 3.01 Issuance of the 2020 Bonds. At any time after the adoption and execution of this Eleventh Supplement, the District may issue and sell the 2020A Bonds in the aggregate principal amount of \$6,800,000 and the 2020B Bonds in the aggregate principal amount of \$8,200,000.

Section 3.02 Application of Proceeds. The proceeds received from the sale of the 2020A Bonds (\$6,800,000) shall be deposited with the Escrow Agent pursuant to the Escrow Agreement in a separate account (the “*2020A Project Account*”) and the proceeds received from the sale of the 2020B Bonds (\$8,200,000) shall be deposited with the Escrow Agent pursuant to the Escrow Agreement in a separate account (the “*2020B Project Account*”) and together with the 2020A Project Account, the “*2020 Project Account*”). The proceeds of the 2020 Bonds deposited in the 2020 Project Account will be used to pay the costs of the 2020 Project. Concurrently with the issuance of the 2020 Bonds, the District will deposit with the Trustee an equity contribution in the amount of \$[_____] (the “*Equity Contribution*”). The Trustee will deposit the Equity Contribution into the Costs of Issuance Fund to pay Costs of Issuance of the 2020 Bonds.

Section 3.03 Establishment and Application of Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated the “*Costs of Issuance Fund.*” Moneys deposited in the Costs of Issuance Fund shall be used to pay Costs of Issuance of the 2020 Bonds upon requisition of the District in substantially the form attached hereto as Exhibit B stating the Person to whom payment is to be made (which may be the District in the

case of reimbursement for costs theretofore paid by the District), the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against the Costs of Issuance Fund. At the end of ninety (90) days following the date of issuance of the 2020 Bonds, or upon the earlier receipt of a certificate of the District that all Costs of Issuance have been paid, the Costs of Issuance Fund shall be closed and any amounts then remaining in said fund shall be transferred to the District.

Section 3.04 Application of Moneys in the 2020 Project Account Held by the Escrow Agent. The moneys in the 2020 Project Account held by the Escrow Agent shall be used and withdrawn by the District solely to pay the costs of the 2020 Project, pursuant to the Escrow Agreement. Before any payment from the 2020 Project Account shall be made, the District shall file or cause to be filed with the Escrow Agent a requisition in the forms attached hereto as Exhibit C and to the Escrow Agreement as Schedule B, the terms of which are incorporated by reference. Upon receipt of a requisition, signed by an Authorized Representative, the Escrow Agent shall pay the amount set forth in such requisition as directed by the terms thereof out of the 2020 Project Account pursuant to the Escrow Agreement. Neither the Escrow Agent nor the Trustee shall have any duty to verify any statement contained in the requisition and may rely conclusively on the direction given in the requisition.

The Escrow Agent need not make any portion of such payment to the extent it has received any written notice of claim of lien, attachment upon, or claim affecting the right to receive payment of, any portion of the monies to be so paid, that has not been released or will not be released simultaneously with such payment. When the 2020 Project has been completed, the District shall deliver or cause to be delivered to the Escrow Agent a certificate of the District stating that fact and the date of such completion and stating that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the 2020 Project Account is to be maintained in the full amount of such claims until such dispute is resolved), and the Escrow Agent shall transfer to the Trustee any remaining balance in the 2020 Project Account, less the amount of any such retention, for deposit into the Principal Account of the Revenue Fund and use such moneys to pay the next maturing principal of the 2020 Bonds.

ARTICLE IV

REDEMPTION OF 2020 BONDS

Section 4.01 Terms of Redemption.

(a) Mandatory Redemption. The 2020A Bonds mature on June 1, 2035, and are subject to mandatory redemption from sinking account payments to be deposited by the District with the Trustee, at the principal amount thereof, together with accrued interest thereon to the date of redemption, but without premium, in the amounts and on the dates set forth below:

Redemption Date <u>(June 1)</u>	Principal Amount <u>Redeemed</u>
2029	\$165,000
2030	1,045,000

2031	1,065,000
2032	1,090,000
2033	1,120,000
2034	1,145,000
2035*	1,170,000

*Maturity

(b) The 2020B Bonds mature on June 1, 2029, and are subject to mandatory redemption from sinking account payments to be deposited by the District with the Trustee, at the principal amount thereof, together with accrued interest thereon to the date of redemption, but without premium, in the amounts and on the dates set forth below:

<u>Redemption Date (June 1)</u>	<u>Principal Amount Redeemed</u>
2021	\$845,000
2022	865,000
2023	885,000
2024	905,000
2025	930,000
2026	950,000
2027	970,000
2028	995,000
2029*	855,000

*Maturity

Notice of redemption shall not be required for mandatory redemptions under this Section 4.01(a) for a series of the 2020 Bonds, so long as such series of 2020 Bonds has a single Owner.

(c) Optional Redemption. The 2020 Bonds are subject to redemption prior to their stated maturity, at the option of the District, in whole only, on any date on or after June 1, 2020, at the following redemption prices (expressed as a percentage of the principal amount of 2020 Bonds called for redemption), together with interest accrued thereon to the date fixed for redemption:

<u>Redemption Period (both dates inclusive)</u>	<u>Redemption Price</u>
June 1, 2020 to May 31, 2025	102%
June 1, 2025 to May 31, 2030	101%
June 1, 2030 and thereafter	100%

(d) Special Redemption. The 2020 Bonds are subject to redemption prior to their respective stated maturities at the option of the District as a whole on any date, or in part in such amounts of such maturities and on such dates as may be selected by the District (or if the

District fails to designate such maturities, in inverse order of maturity) and by lot within a maturity on any Interest Payment Date, from moneys required to be deposited in the Special Redemption Account pursuant to Section 7.06 of the 1999 Indenture, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium.

Section 4.02 Selection of Bonds for Redemption. Whenever provision is made in this Eleventh Supplement for the redemption of less than all of the 2020 Bonds, the District shall select the 2020 Bonds to be redeemed, subject to the provisions of Section 4.01 hereof, from all 2020 Bonds not previously called for redemption, in minimum denominations of \$100,000 and shall promptly notify the Trustee in writing of the 2020 Bonds or portions thereof so selected for redemption.

Section 4.03 Notice of Redemption. Notice of redemption of any 2020 Bonds shall be given in the manner and with the effect provided in Sections 4.03 through 4.05 of the 1999 Indenture.

Section 4.04 Surrender of Bonds. The 2020 Bonds subject to mandatory redemption pursuant to Section 4.01(a) hereof do not need to be surrendered for annual payment of principal, except at maturity, and payment shall be made by wire transfer to the Owner, so long as the respective 2020 Bonds are held by a single Owner. If the Owner has not surrendered the 2020 Bonds at maturity, the Trustee will provide written notice to the Owner that the 2020 Bonds have matured and request surrender.

**ARTICLE V
BOND REGISTRAR, TRANSFER AGENT
AND PAYING AGENT**

Section 5.01 Appointment. U.S. Bank National Association (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.) is hereby appointed as initial Bond Registrar, initial Transfer Agent and initial Paying Agent with respect to the 2020 Bonds for all purposes provided in this Eleventh Supplement, and will have all of the powers and duties set forth herein with no liability in connection with any action or omission to act pursuant hereto, except for its own negligence or willful misconduct. The District reserves the right to remove and replace the Bond Registrar, the Transfer Agent and/or the Paying Agent at any time.

Section 5.02 Authorization and Direction. Upon receipt of a written order of the Chief Executive Officer, the Chief Financial Officer or the Director of Finance of the District, directing the initial authentication, registration and delivery of the 2020 Bonds, the Bond Registrar is hereby authorized to authenticate, register and deliver the 2020 Bonds to the Purchaser pursuant to and in accordance with such order.

**ARTICLE VI
CONFIRMATION AND RATIFICATION**

Section 6.01 Reaffirmation. The District and the Trustee hereby reaffirm the provisions of Articles V through XIV of the 1999 Indenture, as amended, as if fully set forth herein. In particular, Section 6.01 of the Fifth Supplement and Section 5.01 of the First Supplement are hereby incorporated by reference herein. The District and the Trustee hereby confirm that the Amended and Restated Deposit Account Control Agreement, dated December 21, 2017, among the District, the Trustee and Wells Fargo Bank, National Association (the “*Depository Bank*”), and the Collection Account Agreement, dated December 21, 2017, among the District, the Trustee and the Depository Bank, apply to all Additional Bonds (including the 2020 Bonds) issued pursuant to the Indenture, as hereafter supplemented from time to time.

Section 6.02 Ratification. Except as expressly amended or modified hereby or as otherwise set forth herein, the Indenture as supplemented by this Eleventh Supplement is hereby ratified and confirmed and is and shall remain in full force and effect from and after the date hereof.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.01 Additional Provisions and Rights so Long as Bonds are Held by the Purchaser. The following provisions shall apply so long as the Purchaser or any single Owner is the Owner of 100% of the 2020 Bonds:

(a) Notwithstanding any other provision of this Eleventh Supplement, the Purchaser shall have the right to consent to the amendment of this Eleventh Supplement.

(b) The District shall notify the Purchaser of the removal and replacement of the Trustee and if an Event of Default shall have occurred and then be continuing, the Purchaser shall have the right to consent to the removal and replacement of the Trustee.

(c) In the event that such information is no longer timely provided through either the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System (the EMMA system) or the District’s website, the District covenants to provide the Purchaser (1) the District’s audited financial statements within 180 days following the District’s fiscal year end, and (2) the District’s approved annual budget within 30 days of the date on which it is available. In addition, all notices, certificates, financial reports and other documents and information provided to the Trustee shall also be simultaneously provided to the Purchaser.

(d) The District shall furnish at the Purchaser’s request such additional information that the Purchaser may from time to time reasonably request.

(e) The District shall pay or reimburse the Purchaser for any and all charges, fees, costs and expenses that the Purchaser may reasonably pay or incur in connection with due diligence and preparation of documentation relating to the Series 2020 Bonds, including the fees of the Purchaser’s counsel not to exceed \$3,500.

(f) The 2020 Bonds shall not be rated, shall not have a CUSIP number, shall not be issued pursuant to an offering document, shall not close through DTC or any similar

repository and will not be in book entry form, and shall be registered in the name of the Purchaser.

(Signature Page to Follow)

IN WITNESS WHEREOF, KAWEAH DELTA HEALTH CARE DISTRICT has caused this Eleventh Supplement to be signed in its name by its Director of Finance, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Eleventh Supplement to be signed in its name by its authorized officer all as of the day and year first above written.

KAWEAH DELTA HEALTH CARE DISTRICT

By: _____
Jennifer Stockton
Director of Finance

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
David Jason
Authorized Signatory

**ACKNOWLEDGED, for the purpose
of Article III:**

SIGNATURE BANK, as Escrow Agent

By: _____
Name: _____
Authorized Signatory

(Signature page to the Eleventh Supplemental Indenture)

EXHIBIT A

FORM OF 2020 BOND

THE BONDS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND HAVE BEEN OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS.

No. R-1

AMOUNT

\$_____

KAWEAH DELTA HEALTH CARE DISTRICT

(TULARE COUNTY, CALIFORNIA)

REVENUE BONDS

SERIES 2020[A]/[B]

MATURITY DATE

INTEREST RATE

DATED

June 1, 2035

2.37%

January 31, 2020

**REGISTERED
OWNER:**

SIGNATURE PUBLIC FUNDING CORP.

PRINCIPAL SUM: _____ AND NO/100 DOLLARS

KAWEAH DELTA HEALTH CARE DISTRICT, a local health care district organized and existing under and pursuant to The Local Health Care District Law of the State of California (the “*District*”), for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter set forth) to the registered owner specified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above, in lawful money of the United States of America; and to pay interest thereon in like lawful money from the date hereof until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the rate per annum specified above, payable semiannually on December 1 and June 1 of each year (each, an “*Interest Payment Date*”), commencing June 1, 2020. The principal (or redemption price) hereof is payable (without surrender, except at maturity) at the Principal Corporate Trust Office (as defined in the Indenture) of U.S. Bank National Association (the “*Trustee*”).

This Bond is one of a duly authorized issue of bonds of the District designated as “Kaweah Delta Health Care District Revenue Bonds” (the “*Bonds*”), issued pursuant to the provisions of section 32315 *et seq.* of the California Health and Safety Code and pursuant to the provisions of Chapter 6 (commencing with section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code (except that the provisions of Article 3 of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code shall not apply) (collectively, the “*Law*”), and an Indenture, dated as of May 1, 1999, as supplemented by the First Supplemental Indenture, dated as of June 1, 2003, the Second Supplemental Indenture, dated as of August 1, 2004, the Third Supplemental Indenture, dated as of May 1, 2005, the Fourth Supplemental Indenture, dated as of December 1, 2006, the Fifth Supplemental Indenture, dated as of May 1, 2011, the Sixth Supplemental Indenture, dated as of July 1, 2012, the Seventh Supplemental Indenture, dated as of October 1, 2015, the Eighth Supplemental Indenture, dated as of December 1, 2015, the Ninth Supplemental Indenture, dated as of April 1, 2017, the Tenth Supplemental Indenture, dated as of December 1, 2017 and the Eleventh Supplemental Indenture, dated as of January 1, 2020 (the “*Eleventh Supplement*” and collectively with the Indenture as previously supplemented, the “*Indenture*”), by and between the District and the Trustee. This Bond is also one of a duly authorized series of Bonds additionally designated “Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A]/[B]” (the “*2020 Bonds*”), in the aggregate principal amount of \$[PAR] and is issued concurrently with a duly authorized series of Bonds designated “Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A]/[B]” in the aggregate principal amount of \$[PAR] (the “*2020[A]/[B] Bonds*”). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Indenture.

Reference is hereby made to the Indenture (a copy of which is on file at the designated corporate office of the Trustee) and all indentures supplemental thereto and to the Law for a description of the rights of the registered holders of the Bonds, the nature and extent of the security, the rights, duties and immunities of the Trustee, and the rights and obligations of the District pursuant thereto. The registered holder of this 2020 Bond, by acceptance hereof, assents and agrees to all the provisions of the Indenture.

The Bonds and the interest thereon are payable from Revenues (as defined in the Indenture) and are secured by a pledge and assignment of Revenues and of amounts held in the funds and accounts (other than the Rebate Fund) established pursuant to the Indenture (including proceeds of the sale of the Bonds) and the Escrow Agreement, dated as of January 1, 2020, between the District and Signature Bank, as escrow agent, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Bonds are limited obligations of the District and are not a lien or charge upon the funds or property of the District except to the extent of the aforesaid pledge and assignment. Neither the full faith and credit nor the tax revenues received by the District are pledged to the payment of the principal of or interest on the Bonds. The Bonds are not a debt of the State of California or any other political subdivision thereof, and the State of California or political subdivision thereof is not liable for the payment thereof.

A schedule of debt service for this Bond is attached to the Eleventh Supplement as Exhibit [D] and incorporated herein by reference. The 2020 Bonds mature on June 1, 2035, and are subject to mandatory redemption from sinking account payments to be deposited by the District with the Trustee, at the principal amount thereof, together with accrued interest thereon to the date of redemption, but without premium, in the amounts and on the dates set forth below:

<u>Redemption Date (June 1)</u>	<u>Principal Amount Redeemed</u>
2021	\$
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035*	

*Maturity

The 2020 Bonds are subject to redemption prior to their stated maturity, at the option of the District, in whole only, on any date on or after June 1, 2020, at the following redemption prices (expressed as a percentage of the principal amount of 2020 Bonds called for redemption), together with interest accrued thereon to the date fixed for redemption:

<u>Redemption Period (both dates inclusive)</u>	<u>Redemption Price</u>
June 1, 2020 to May 31, 2025	102%
June 1, 2025 to May 31, 2030	101%
June 1, 2030 and thereafter	100%

If optionally redeemed, the 2020 Bonds and the 2020[A]/[B] Bonds must be optionally redeemed in whole at the same time.

If this 2020 Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default (as defined in the Indenture) shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded by the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding or by the Trustee. Upon the occurrence and continuation of an Event of Default, the 2020 Bonds shall bear interest at a rate of 6.00% per annum, provided that, for this purpose, a default in the due and punctual payment of principal of or interest on the 2020 Bonds shall not be deemed to have occurred until the 11th day after such principal or interest is due. In the event a Determination of Taxability occurs, the 2020 Bonds shall bear interest at a rate of [___]% per annum, as provided in the Eleventh Supplement.

The 2020 Bonds are issuable initially in the form of a single fully-registered Bond, numbered R-1, in the amount of \$[PAR], shall be registered initially in the name of Signature Public Funding Corp., and shall be evidenced by one bond certificate. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged, at the designated office of the Trustee, for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations.

This 2020 Bond is transferable by the registered holder hereof, in person or by the attorney of such holder duly authorized in writing, at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Indenture, and upon surrender and cancellation of this 2020 Bond. Notwithstanding anything in the Indenture to the contrary, the Purchaser reserves the right—without the consent of (but with notice to) the District—to assign, sell or otherwise transfer the 2020 Bonds (or interests therein) to a “qualified institutional buyer” (a “*Qualified Institutional Buyer*”) within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the “*Securities Act*”), an “accredited investor” as defined in section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an “*Accredited Investor*”), or a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors, upon receipt of a certificate of such Qualified Institutional Buyer, Accredited Investor, or other entity, as the case may be, accepting the certifications and warranties of the Purchaser made in the Bond Purchaser Letter, dated the date hereof. Upon such transfer a new registered 2020 Bond or 2020 Bonds, of authorized denomination or denominations, of the same maturity for the same aggregate principal amount, will be issued to the transferee in exchange for this 2020 Bond. This Bond does not need to be surrendered for annual payment of principal, except at maturity, and payment shall be made by wire transfer to the Owner, so long as this Bond is held by a single Owner.

The District and the Trustee may treat the registered holder hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the District, the holders of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (i) extend the fixed maturity of this 2020 Bond, or reduce the amount of

principal hereof, or extend the time of payment provided for in the Indenture for the payment of this maturity of Bonds, or reduce the rate of interest hereon, or extend the time of payment of interest hereon, or reduce any premium payable upon the redemption hereof, without the consent of the holder of each Bond so affected, or (ii) reduce the percentage of Bonds the consent of the holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged as security for the Bonds prior to or on a parity with the lien created by the Indenture, or deprive the holders of the Bonds of the lien created by the Indenture on the Revenues and other assets (except as expressly provided in the Indenture), without the consent of the holders of all Bonds then outstanding, all as more fully set forth in the Indenture.

IT IS HEREBY CERTIFIED AND RECITED that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this 2020 Bond do exist, have happened and have been performed in due time, form and manner as required by the Law, and by the Constitution and laws of the State of California, and that the amount of this 2020 Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued pursuant to the Indenture.

This 2020 Bond shall not be entitled to any benefit pursuant to the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, KAWEAH DELTA HEALTH CARE DISTRICT has caused this 2020 Bond to be executed in its name and on its behalf by the manual or facsimile signature of the President of its Board of Directors and its seal to be reproduced hereon by facsimile and attested by the manual or facsimile signature of the Secretary-Treasurer of its Board of Directors, all as of the dated date stated above.

KAWEAH DELTA HEALTH CARE DISTRICT

By: _____
President of the Board of Directors

Attest:

Secretary-Treasurer of the Board of Directors

FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture, which has been authenticated as of the date set forth below.

DATED: _____, 2020

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, subject to the assignment and transfer restrictions set forth in the within-mentioned Bond, the undersigned do(es) hereby sell, assign and transfer unto _____ whose taxpayer identification number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) on this 2020 Bond must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed By:

NOTICE: Signature must be guaranteed by an eligible guarantor institution which is a member of or participant in the Securities Transfer Agents Medallion Program (STAMP).

EXHIBIT B

FORM OF COSTS OF ISSUANCE FUND REQUISITION

COSTS OF ISSUANCE FUND REQUISITION NO. 1

KAWEAH DELTA HEALTH CARE DISTRICT (the “*District*”) hereby requests **U.S. BANK NATIONAL ASSOCIATION** (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.) as trustee (the “*Trustee*”), pursuant to that certain Indenture, dated as of May 1, 1999, as thereafter supplemented, including by the Eleventh Supplemental Indenture, dated as of January 1, 2020 (as so supplemented, the “*Indenture*”), between the District and the Trustee, to pay to the following persons the following amounts for the following purposes from the Costs of Issuance Fund established pursuant to the Indenture with respect to the payment of the Costs of Issuance of the 2020 Bonds (as defined in the Indenture):

<u>ITEM NO.</u>	<u>TO</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
-----------------	-----------	---------------	----------------

The District hereby certifies that obligations in the amounts stated above have been incurred by the District and are presently due and payable and that each item is a proper charge against the Costs of Issuance Fund with respect to the 2020 Bonds, and has not been previously paid from said fund.

Dated: _____

KAWEAH DELTA HEALTH CARE DISTRICT

By: _____
Authorized Representative

EXHIBIT C

FORM OF 2020 PROJECT ACCOUNT REQUISITION

2020 PROJECT ACCOUNT REQUISITION NO. 1

KAWEAH DELTA HEALTH CARE DISTRICT (the “*District*”) hereby requests **SIGNATURE BANK**, as escrow agent (the “*Escrow Agent*”), pursuant to that certain Escrow Agreement, dated as of January 1, 2020 (the “*Escrow Agreement*”), between the District and the Escrow Agent, to pay to the following persons the following amounts for the following purposes from the 2020 Project Account established pursuant to that certain Indenture, dated as of May 1, 1999, as thereafter supplemented, including by the Eleventh Supplemental Indenture, dated as of January 1, 2020 (as so supplemented, the “*Indenture*”), between the District and U.S. Bank National Association (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.), as trustee (the “*Trustee*”), and held by the Escrow Agent with respect to the acquisition and improvement of the 2020 Project (as defined in the Indenture):

<u>ITEM NO.</u>	<u>TO</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
-----------------	-----------	---------------	----------------

The District hereby certifies that obligations in the amounts stated above have been incurred by the District and are presently due and payable and that each item is a proper charge against the 2020[A]/[B] Project Account, and has not been previously paid from said fund.

There has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to the person named above, which have not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

Dated: _____

KAWEAH DELTA HEALTH CARE DISTRICT

By: _____
Authorized Representative

EXHIBIT D

DEBT SERVICE SCHEDULES
2020 Bonds (Consolidated)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			119,487.50	119,487.50	
06/30/2020					119,487.50
12/01/2020			177,750.00	177,750.00	
06/01/2021	845,000	2.370%	177,750.00	1,022,750.00	
06/30/2021					1,200,500.00
12/01/2021			167,736.75	167,736.75	
06/01/2022	865,000	2.370%	167,736.75	1,032,736.75	
06/30/2022					1,200,473.50
12/01/2022			157,486.50	157,486.50	
06/01/2023	885,000	2.370%	157,486.50	1,042,486.50	
06/30/2023					1,199,973.00
12/01/2023			146,999.25	146,999.25	
06/01/2024	905,000	2.370%	146,999.25	1,051,999.25	
06/30/2024					1,198,998.50
12/01/2024			136,275.00	136,275.00	
06/01/2025	930,000	2.370%	136,275.00	1,066,275.00	
06/30/2025					1,202,550.00
12/01/2025			125,254.50	125,254.50	
06/01/2026	950,000	2.370%	125,254.50	1,075,254.50	
06/30/2026					1,200,509.00
12/01/2026			113,997.00	113,997.00	
06/01/2027	970,000	2.370%	113,997.00	1,083,997.00	
06/30/2027					1,197,994.00
12/01/2027			102,502.50	102,502.50	
06/01/2028	995,000	2.370%	102,502.50	1,097,502.50	
06/30/2028					1,200,005.00
12/01/2028			90,711.75	90,711.75	
06/01/2029	1,020,000	2.370%	90,711.75	1,110,711.75	
06/30/2029					1,201,423.50
12/01/2029			78,624.75	78,624.75	
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030					1,202,249.50
12/01/2030			66,241.50	66,241.50	
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031					1,197,483.00
12/01/2031			53,621.25	53,621.25	
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032					1,197,242.50
12/01/2032			40,704.75	40,704.75	
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033					1,201,409.50
12/01/2033			27,432.75	27,432.75	
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034					1,199,865.50
12/01/2034			13,864.50	13,864.50	
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035					1,197,729.00
	15,000,000		3,117,893.00	18,117,893.00	18,117,893.00

2020A Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			54,167.67	54,167.67	
06/30/2020					54,167.67
12/01/2020			80,580.00	80,580.00	
06/01/2021			80,580.00	80,580.00	
06/30/2021					161,160.00
12/01/2021			80,580.00	80,580.00	
06/01/2022			80,580.00	80,580.00	
06/30/2022					161,160.00
12/01/2022			80,580.00	80,580.00	
06/01/2023			80,580.00	80,580.00	
06/30/2023					161,160.00
12/01/2023			80,580.00	80,580.00	
06/01/2024			80,580.00	80,580.00	
06/30/2024					161,160.00
12/01/2024			80,580.00	80,580.00	
06/01/2025			80,580.00	80,580.00	
06/30/2025					161,160.00
12/01/2025			80,580.00	80,580.00	
06/01/2026			80,580.00	80,580.00	
06/30/2026					161,160.00
12/01/2026			80,580.00	80,580.00	
06/01/2027			80,580.00	80,580.00	
06/30/2027					161,160.00
12/01/2027			80,580.00	80,580.00	
06/01/2028			80,580.00	80,580.00	
06/30/2028					161,160.00
12/01/2028			80,580.00	80,580.00	
06/01/2029	165,000	2.370%	80,580.00	245,580.00	
06/30/2029					326,160.00
12/01/2029			78,624.75	78,624.75	
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030					1,202,249.50
12/01/2030			66,241.50	66,241.50	
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031					1,197,483.00
12/01/2031			53,621.25	53,621.25	
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032					1,197,242.50
12/01/2032			40,704.75	40,704.75	
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033					1,201,409.50
12/01/2033			27,432.75	27,432.75	
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034					1,199,865.50
12/01/2034			13,864.50	13,864.50	
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035					1,197,729.00
	6,800,000		2,065,586.67	8,865,586.67	8,865,586.67

2020B Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			65,319.83	65,319.83	
06/30/2020					65,319.83
12/01/2020			97,170.00	97,170.00	
06/01/2021	845,000	2.370%	97,170.00	942,170.00	
06/30/2021					1,039,340.00
12/01/2021			87,156.75	87,156.75	
06/01/2022	865,000	2.370%	87,156.75	952,156.75	
06/30/2022					1,039,313.50
12/01/2022			76,906.50	76,906.50	
06/01/2023	885,000	2.370%	76,906.50	961,906.50	
06/30/2023					1,038,813.00
12/01/2023			66,419.25	66,419.25	
06/01/2024	905,000	2.370%	66,419.25	971,419.25	
06/30/2024					1,037,838.50
12/01/2024			55,695.00	55,695.00	
06/01/2025	930,000	2.370%	55,695.00	985,695.00	
06/30/2025					1,041,390.00
12/01/2025			44,674.50	44,674.50	
06/01/2026	950,000	2.370%	44,674.50	994,674.50	
06/30/2026					1,039,349.00
12/01/2026			33,417.00	33,417.00	
06/01/2027	970,000	2.370%	33,417.00	1,003,417.00	
06/30/2027					1,036,834.00
12/01/2027			21,922.50	21,922.50	
06/01/2028	995,000	2.370%	21,922.50	1,016,922.50	
06/30/2028					1,038,845.00
12/01/2028			10,131.75	10,131.75	
06/01/2029	855,000	2.370%	10,131.75	865,131.75	
06/30/2029					875,263.50
	8,200,000		1,052,306.33	9,252,306.33	9,252,306.33

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this “**Agreement**”) dated as of this 31st day of January 2020 by and among **SIGNATURE PUBLIC FUNDING CORP.** (“**Lender**”), a New York corporation, having its primary address at 600 Washington Avenue, Suite 305, Towson, Maryland 21204, **KAWEAH DELTA HEALTH CARE DISTRICT** (“**Borrower**”), a health care district, body corporate and politic and political subdivision of the State of California, having its primary office at 400 West Mineral King Avenue, Visalia, California 93291 and **SIGNATURE BANK** (the “**Escrow Agent**”), a New York state-chartered commercial bank and having an office at Signature Bank, 75 Holly Hill Lane, Greenwich, CT 06830.

W I T N E S S E T H:

WHEREAS, Borrower has sold to Lender that certain Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A/B] dated as of January 31, 2020 (the “**Bond**”); the Lender has delivered to Borrower and [Piper Sandler], as placement agent, that certain Purchaser Letter dated as of January 31, 2020 (the “**Investor Letter**”); and the parties have delivered and/or entered into other Bond Documents, including, without limitation, an Eleventh Supplemental Indenture dated as of January 31, 2020 (together with the terms and provisions of that certain 1999 Indenture, which are incorporated by reference therein, the “**Indenture**”) and Final Resolution (collectively and together with the Bond, the Investor Letter, and all other documents, certificates, exhibits and related documentation therewith, collectively, the “**Bond Documents**”); and

WHEREAS, the Lender’s purchase of the Bond constitutes a loan to Borrower in the form of “**Bond Proceeds**,” which are to be used to acquire property and certain items of equipment and to make improvements to the property (the “**2020 Project**,” as such term is more fully defined in the Bond Documents); and

WHEREAS, Lender and Borrower have agreed that all of the Bond Proceeds shall be held in escrow upon certain terms and conditions; and

WHEREAS, Lender and Borrower appoint the Escrow Agent as escrow agent of such escrow subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Escrow Agent accepts such appointment as escrow agent subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Delivery of Escrow Funds.

(a) Upon execution of the Loan and delivery of all documents and completion of all conditions precedent in the Loan, the Lender will deliver, or shall cause to be delivered, to the Escrow Agent checks, internal transfers or wire transfers equal to the Initial Deposit Amount (as set forth on Schedule A hereto) and made payable to “Kaweah Delta Health Care District, Signature Bank as Escrow Agent” for the benefit of Lender and Borrower to be held in an account at Signature Bank entitled “Kaweah Delta Health Care District Bond, Series 2020[A/B], Loan [001/2], Signature Bank, as Escrow Agent” having ABA No. 026013576, Account No. [***] (the “**Escrow Account**”).

(b) The Initial Deposit Amount that consists of good and indefeasible collected funds that are

deposited into the Escrow Account is referred to as the “**Escrow Funds.**” The Escrow Funds shall be maintained and collateralized by the Escrow Agent in accordance with the written instructions provided by the Borrower and Lender as more fully set forth on Schedule C hereto, which Borrower represents and warrants is in accordance with all applicable laws, regulations, and rules.

(c) The Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of these checks or any other funds delivered to Escrow Agent for deposit into the Escrow Account. If, for any reason, these checks or any other funds deposited into the Escrow Account shall be returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to advise Lender and Borrower promptly thereof and return check in the manner directed in writing by Lender and Borrower.

2. Release of Escrow Funds. (a) The Escrow Funds shall be paid by the Escrow Agent in accordance with the instructions, in form and substance satisfactory to the Escrow Agent, received from Lender and Borrower, in all cases subject to Lender approval and subject to delivery of those items set forth in Section 2(b) herein, or in accordance with Lender’s instructions delivered pursuant to Section 6 herein, or in absence of such instructions in accordance with the order of a court of competent jurisdiction. The Escrow Agent shall not be required to pay any uncollected funds or any funds that are not available for withdrawal. The Escrow Agent may act in reliance upon any instructions, court orders, notices, certifications, demands, consents, authorizations, receipts, powers of attorney or other writings delivered to it without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Upon receipt of a Payment Request Form (in substantially the form as set forth on Schedule B hereto) executed by Lender and Borrower, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lender will send to Escrow Agent only the page or pages showing the signatures of Lender and Borrower, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

3. Acceptance by Escrow Agent. The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:

(a) Upon execution of this Agreement, Lender shall execute and deliver to Escrow Agent Schedule A-1 hereto and Borrower shall execute and deliver to Escrow Agent Schedule A-2 (together with Schedule A-1, each a “**Certificate**”) hereto, for the purpose of (i) establishing the identity of each respective authorized representative(s) of Lender and Borrower entitled to singly initiate and/or confirm disbursement instructions to Escrow Agent on behalf of each such party and (ii) providing standing wire instructions for each of Lender and Borrower to be used for disbursements to said party. The Escrow Agent may act in reliance upon any signature on each Certificate believed by it to be genuine, and may assume that any person who has been designated by Lender and Borrower to give any written instructions, notice or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall have no duty to make inquiry as to the genuineness, accuracy or validity of any statements or instructions or any signatures on statements or instructions, including but not limited to, those contained on each Certificate. Lender and Borrower may update their respective Certificate by executing and delivering to the Escrow Agent an updated Certificate substantially in the form attached hereto as Schedule A-1 and/or Schedule A-2. Until such time as Escrow Agent shall receive an updated Certificate, Escrow Agent shall be fully protected in relying without inquiry on the current Certificate on file with

Escrow Agent.

(b) The Escrow Agent may seek confirmation of disbursement instructions by telephone call back to one of the authorized representatives set forth on each Certificate, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person(s) so designated. To ensure the accuracy of the instruction it receives, the Escrow Agent may record such call back. If the Escrow Agent is unable to verify the instruction, or is not satisfied in its sole discretion with the verification it receives, it will not execute the instruction until all issues have been resolved to its satisfaction. Lender and Borrower agree that the foregoing procedures constitute commercially reasonable security procedures. Escrow Agent further agrees not to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from any party inconsistent with the foregoing.

(c) The Escrow Agent may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or law, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(d) Lender and Borrower, jointly and severally, agree to indemnify, release, and hold the Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses, including, but not limited to, attorney's fees, costs and disbursements, (collectively "**Claims**") claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to the Escrow Agreement and the Escrow Agent's performance hereunder or in connection herewith, except to the extent such Claims arise from Escrow Agent's willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction.

(e) In the event of any disagreement between or among Lender and Borrower, or between any of them and any other person, resulting in adverse claims or demands being made to Escrow Agent in connection with the Escrow Account, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The Escrow Agent shall have the option, after thirty (30) days' notice to Lender and Borrower of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this section are cumulative of all other rights which it may have by law or otherwise.

(f) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Escrow Funds until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Escrow Funds to a court of competent jurisdiction.

(g) The Escrow Agent shall have no duty, responsibility or obligation to interpret or enforce the terms of any agreement other than Escrow Agent's obligations hereunder, and the Escrow Agent shall not be required to make a request that any monies be delivered to the Escrow Account, it being agreed that the sole duties and responsibilities of the Escrow Agent shall be to the extent not prohibited by applicable law (i) to accept checks or other instruments for the payment of money delivered to the Escrow Agent for the Escrow Account and deposit said checks or instruments into the Escrow Account, and (ii) disburse or

refrain from disbursing the Escrow Funds as stated herein, provided that the checks or instruments received by the Escrow Agent have been collected and are available for withdrawal.

4. Escrow Account Statements and Information. The Escrow Agent agrees to send to the Borrower and/or the Lender a copy of the Escrow Account monthly statements, in accordance with the Escrow Agent's regular practices for providing account statements to its non-escrow clients and to also provide the Borrower and/or Lender, or their designee, upon request other deposit account information, including Account balances, by telephone or by computer communication, to the extent practicable. The Borrower and Lender agree to complete and sign all forms or agreements required by the Escrow Agent for that purpose. The Borrower and Lender each consents to the Escrow Agent's release of such Account information to any of the individuals designated by Borrower or Lender, which designation has been signed in accordance with Section 3(a) by any of the persons in Schedule A-1 and Schedule A-2. Further, the Borrower and Lender have an option to receive e-mail notification of incoming and outgoing wire transfers. If this e-mail notification service is requested and subsequently approved by the Escrow Agent, the Borrower and Lender agrees to provide a valid e-mail address and other information necessary to set-up this service and sign all forms and agreements required for such service. The Borrower and Lender each consents to the Escrow Agent's release of wire transfer information to the designated e-mail address(es). The Escrow Agent's liability for failure to comply with this section shall not exceed the cost of providing such information.

5. Resignation and Termination of the Escrow Agent. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice of such resignation to Lender and Borrower. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Funds that it has received as of the date on which it provided the notice of resignation as depository. In such event, the Escrow Agent shall not take any action until Lender and Borrower jointly designate a banking corporation, trust company, attorney or other person as successor escrow agent. Upon receipt of such written instructions signed by Lender and Borrower, the Escrow Agent shall promptly deliver the Escrow Funds, net of any outstanding charges, to such successor escrow agent and shall thereafter have no further obligations hereunder. If such instructions are not received within thirty (30) days following the effective date of such resignation, then the Escrow Agent may deposit the Escrow Funds and any other amounts held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction pending the appointment of a successor escrow agent. In either case provided for in this section, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

6. Termination.

(a) Lender and Borrower may terminate the appointment of the Escrow Agent hereunder upon a joint written notice to Escrow Agent specifying the date upon which such termination shall take effect. In the event of such termination, Lender and Borrower shall, within thirty (30) days of such notice, jointly appoint a successor escrow agent and the Escrow Agent shall, upon receipt of written instructions signed by both Lender and Borrower, turn over to such successor escrow agent all of the Escrow Funds; provided, however, that if Lender and Borrower fail to appoint a successor escrow agent within such thirty (30)-day period, such termination notice shall be null and void and the Escrow Agent shall continue to be bound by all of the provisions hereof. Upon receipt of the Escrow Funds, the successor escrow agent shall become the Escrow Agent hereunder and shall be bound by all of the provisions hereof and the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

(b) The Escrow Account shall be terminated on the "Termination Date," which shall be the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the "Anticipated Closing Date" (as such term is defined on Schedule A hereto), or (iii) unilateral written notice given by Lender or Trustee

of the occurrence of a default or an Event of Default (as such term is defined in the Indenture) or any other termination of the Bond which results in Lender being paid less than the Redemption Price (as such term is defined in the Indenture).

(c) Unless all of the Escrow Funds deposited by Lender in the Escrow Account have been previously disbursed pursuant to Section 2 herein, on the Termination Date, Escrow Agent shall pay upon written direction from Lender all remaining moneys in the Escrow Account to the Trustee identified in the Indenture, or its assignee, for application to the Interest Account of the Revenue Fund created under and governed by the Indenture. Trustee shall apply amounts received under this Section 6 in accordance with the terms and provisions of the Indenture. Capitalized terms used in this Section 6, but not defined herein, shall have the meanings given to such terms in the Indenture or other Bond Documents. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 6.

7. Investment.

(a) Not applicable.

(b) The interest-bearing account option has been selected in Schedule A hereto, and the Escrow Fund shall be invested in Signature Bank's Monogram Insured Money Market Deposit Account for Business. Borrower agrees and represents to the Escrow Agent that any interest or other income earned on the Escrow Account shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the Borrower.

(c) The following provisions are applicable regardless of whether an interest-bearing or non-interest bearing account is elected. The Borrower represents that it is a US person as that term is defined by IRS. The Borrower agrees to provide the Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to the Escrow Agent upon execution of this Escrow Agreement. The Borrower understands that, in the event the Borrower's tax identification number is incorrect or is not certified to the Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Escrow Funds. The Borrower agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Escrow Funds and to indemnify and hold the Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Escrow Account, unless such liability is caused by the Escrow Agent's gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.

8. Security Interest. The Escrow Agent and Borrower acknowledge and agree that the Escrow Account, the Escrow Funds, and all investments, cash, securities, and proceeds thereof are being irrevocably held by Escrow Agent for the benefit of the Borrower and Lender subject to disbursement or return solely as set forth herein. In addition to the foregoing and should Lender's interest in the Bond Proceeds be invalidated, illegal or challenged in any fashion, Borrower hereby grants to Lender a first priority perfected

security interest in the Escrow Account and Escrow Funds, and all cash, securities, investments and proceeds thereof that may, from time to time, be held in the Escrow Account, which shall be on parity with all indebtedness governed by the Indenture. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and held for the benefit of Lender and Borrower subject to the express terms and conditions of this Agreement and the Indenture. Notwithstanding the grant and conveyance of a lien and security interest in favor of the Lender and solely with respect to Claims, Fees or other actual and out-of-pocket costs that have not been previously reimbursed, Escrow Agent is hereby granted a security interest in and a lien upon the Escrow Account and Escrow Funds, which security interest and lien shall be prior to all other security interests, liens or claims against the Escrow Account, Escrow Funds, or any part thereof. The Escrow Account and Escrow Funds shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lender or Borrower or Escrow Agent (other than Lender's and Escrow Agent's respective security interests granted hereunder).

9. Compensation. The Escrow Agent shall be entitled, for the duties to be performed by it hereunder, to a one-time "Set-Up Fee," if any, as set forth on Schedule A hereto, which fee shall be paid by Lender or Borrower upon the signing of this Agreement. In addition, Lender and Borrower shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that becomes due in connection with this Agreement or the Escrow Account, including reasonable attorney's fees (collectively, and together with the Set-Up Fee, "Fees"). Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of the Escrow Agent shall affect the right of the Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. To the extent the Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to or commensurate with the Termination Date, the Escrow Agent shall advise the Borrower and Lender and the Borrower and Lender shall direct all such amounts to be paid directly to Escrow Agent prior to any distribution of funds set forth in Section 6 herein

10. Regulatory Compliance.

(a) Borrower and Lender agree to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury.

(b) Borrower and Lender shall provide to the Escrow Agent such information as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the Bank Secrecy Act of 1970, as amended ("**BSA**"), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation. The Escrow Agent shall not make any payment of all or any portion of the Escrow Funds to any person unless and until such person has provided to the Escrow Agent such documents as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the BSA.

(c) To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened and from time to time as be required by the Escrow Agent's internal policies and procedures, the Escrow Agent shall be entitled to ask for such information that will allow the Escrow Agent to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent may ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming

authority to represent the entity or other relevant documentation. The Parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the “Act”), and Borrower and Lender each agrees to provide any additional information requested by the Escrow Agent in its sole discretion in connection with the Act or any other legislation, regulation, regulatory order or published guidance to which the Escrow Agent is subject, in a timely manner.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand-delivery, by facsimile followed by first-class mail, by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested, to the addresses set forth below.

If to Lender:

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204
Attention: Donald Keough
E-mail Address: DKeough@signatureny.com
Fax No: (646) 927-4005

If to Borrower:

Kaweah Delta Health Care District
400 West Mineral King Avenue
Visalia, California 93291
Attention: Malinda Tupper, Chief Financial Officer
E-mail Address: [Insert e-mail here.]
Fax No.: (559) 624-5438

If to Escrow Agent:

Signature Bank
75 Holly Hill Lane
Greenwich, CT 06830
Attention: Thomas Mooney, Group Director and Senior Vice President
Fax No.: 646-660-4272

12. General.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within such State, without regard to choice of law principles, and any action brought hereunder may be brought in either the courts of the State of New York or California, located in either New York County or Tulare County. Each party hereto irrevocably waives any objection on the grounds of venue, forum nonconveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts. **UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

(b) This Agreement sets forth the entire agreement and understanding of the parties in respect

to the matters contained herein and supersedes all prior agreements, arrangements and understandings relating thereto.

(c) All of the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto, as well as their respective successors and assigns.

(d) This Agreement may be amended, modified, superseded or canceled, and any of the terms or conditions hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver of any party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement. No party may assign any rights, duties or obligations hereunder unless all other parties have given their prior written consent.

(e) If any provision included in this Agreement proves to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.

(f) This Agreement and any modification or amendment of this Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

13. Form of Signature. The parties hereto agree to accept a facsimile or e-mail transmission copy of their respective actual signatures as evidence of their actual signatures to this Agreement and any modification or amendment of this Agreement; *provided, however*, that each party who produces a facsimile or e-mail signature agrees, by the express terms hereof, to place, promptly after transmission of his or her signature by fax, a true and correct original copy of his or her signature in first class mail, postage pre-paid, to the address of the Escrow Agent.

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

KAWEAH DELTA HEALTH CARE DISTRICT

By: _____
Name: Malinda Tupper
Title: Chief Financial Officer

SIGNATURE PUBLIC FUNDING CORP.

By: _____
Name: Donald S. Keough
Title: Senior Managing Director

SIGNATURE BANK

By: _____
Name: Thomas Mooney
Title: Group Director and Senior Vice President

Schedule A

SPFC Loan/Account Number: [001/2]; Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A/B]

Name of Borrower: Kaweah Delta Health Care District

Beneficiary Name for Fund: Kaweah Delta Health Care District Bond, Series 2020[A/B], Loan [001/2], Signature Bank, as Escrow Agent

Date of Escrow Agreement: January 31, 2020

Date of Bond: January 31, 2020

Borrower's State / Commonwealth: California

Borrower's Tax Identification Number: [Borrower TIN]

Escrow Agent Fee: \$0.00

Initial Deposit Amount: \$[Initial Deposit Amount]

Account Type: Interest Bearing

Anticipated Closing Date: December 31, 2022

Schedule A-1

CERTIFICATE OF AUTHORIZED REPRESENTATIVES – LENDER

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Alt. Phone No.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STANDING WIRE INSTRUCTIONS FOR LENDER

In accordance with Section 3(a) of the Agreement disbursements to Lender by wire transfer must be sent in accordance with the following wire instructions:

Bank Name: [_____]]
Bank Address: [_____]]
ABA Number: [_____]]
Account Number: [_____]]
Account Name: [_____]]

Schedule A-2

CERTIFICATE OF AUTHORIZED REPRESENTATIVES – BORROWER

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Alt. Phone No.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STANDING WIRE INSTRUCTIONS FOR BORROWER

In accordance with Section 3(a) of the Agreement disbursements to Borrower by wire transfer must be sent in accordance with the following wire instructions:

Bank Name: [_____]]
Bank Address: [_____]]
ABA Number: [_____]]
Account Number: [_____]]
Account Name: [_____]]

Schedule B:

Payment Request Form No. [___]

SERIES 2020[A/B] PROJECT ACCOUNT REQUISITION

The following payment request is directed to Signature Bank (the “Escrow Agent”), as escrow agent under that certain Escrow Deposit Agreement dated January 31, 2020 (the “Escrow Agreement”), between the Kaweah Delta Health Care District (“Borrower”), Signature Public Funding Corp. (“Lender”), and the Escrow Agent. The Escrow Agreement relates to that certain Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A/B] issued to Lender on January 31, 2020 (the “Bond”) pursuant to the Indenture defined below.

Borrower hereby requests Escrow Agent, pursuant to the Escrow Agreement, to pay to the following persons the following amounts for the following purposes from the 2020[A/B] Project Account established pursuant to that certain Indenture, dated as of May 1, 1999, as thereafter supplemented, including by the Eleventh Supplemental Indenture, dated as of January 1, 2020 (as so supplemented, the “Indenture”), between the District and U.S. Bank National Association (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.), as trustee (the “Trustee”), and held by the Escrow Agent with respect to the acquisition and improvement of the 2020 Project (as defined in the Indenture):

ITEM NO.	DESCRIPTION OF UNITS OF PROPERTY, IMPROVEMENTS AND/OR EQUIPMENT; PURPOSE	AMOUNT	PAYEE AND ADDRESS OR WIRE INSTRUCTIONS
----------	---	--------	---

The Borrower hereby certifies that obligations in the amounts stated above have been incurred by the Borrower and are presently due and payable and that each item is a proper charge against the 2020[A/B] Project Account, and has not been previously paid from said fund.

There has not been filed with or served upon the Borrower notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to the person named above, which have not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

Borrower further certifies and represents to Lender: (i) the items of property paid for above constitute part of the 2020 Project and have been delivered to the Lender in accordance with provisions of the Indenture; (ii) a present need exists for the property, which need is not temporary or expected to diminish in the near future; (iii) the property is essential to and will be used by Borrower only for the purpose of performing one or more governmental functions of Borrower consistent with the permissible scope of Borrower’s authority; (iv) the estimated useful life of the property based upon the manufacturer’s representations and Borrower’s projected needs is not less than the term of the Bond; (v) Borrower has conducted such inspection and/or testing of the property as it deems necessary and appropriate and hereby acknowledges that it accepts the property for all purposes as of the date of this Certificate; (vi) the property is covered by insurance in the types and amounts required by the Bond; and (vii) no default or Event of Default, as those terms are defined in the Bond, and no event that with the giving of notice or lapse of time or both, would become a default or Event of Default, has occurred and is continuing on the date hereof.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the items of property set forth above and part of the 2020 Project by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE . The undersigned hereby certifies that the items of property described above, together with the items of property described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Borrower with Lender constitute the entire 2020[A/B] Project and all of the property subject to the Bond.

Date: _____

Approved:

SIGNATURE PUBLIC FUNDING CORP., as Lender

KAWEAH DELTA HEALTH CARE DISTRICT, as
Borrower

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule C:

Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys

The undersigned acknowledges and agrees that all moneys belonging to the Borrower and Lender and on deposit at Escrow Agent in excess of the FDIC insurance levels shall be collateralized by Escrow Agent by a Municipal Letter of Credit (MULOC) issued by the Federal Home Loan Bank of New York (FHLB NY). Borrower and Lender represent and warrant that the foregoing FHLB NY MULOC is compliant with any applicable local, county, state or federal rule and regulations, including, without limitation, the Indenture and any applicable California Government Code Requirements.

IN WITNESS WHEREOF, the duly authorized parties have executed this Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys as of the date first set forth below.

LENDER:
SIGNATURE PUBLIC FUNDING CORP.

BORROWER:
KAWEAH DELTA HEALTH CARE DISTRICT

By: _____
Donald S. Keough
Senior Managing Director

By: _____
Malinda Tupper
Chief Financial Officer

Date: _____

Date: _____

ESCROW AGENT:
SIGNATURE BANK

By: _____
Thomas Mooney
Group Director & Senior Vice President

Date: _____

SOURCES AND USES OF FUNDS

Kaweah Delta Health Care District
Revenue Bonds
(Tulare County, California)
Signature Bank Rate of 2.37%
--Preliminary--

Dated Date 01/31/2020
Delivery Date 01/31/2020

Sources:	Series 2020 - 501c3	Series 2020 - Governmental	Total
Bond Proceeds:			
Par Amount	6,800,000.00	8,200,000.00	15,000,000.00
Other Sources of Funds:			
District Equity Contribution	81,600.00	98,400.00	180,000.00
	6,881,600.00	8,298,400.00	15,180,000.00
<hr/>			
Uses:	Series 2020 - 501c3	Series 2020 - Governmental	Total
Project Fund Deposits:			
Project Fund	6,800,000.00	8,200,000.00	15,000,000.00
Delivery Date Expenses:			
Cost of Issuance	81,600.00	98,400.00	180,000.00
	6,881,600.00	8,298,400.00	15,180,000.00

BOND DEBT SERVICE

Kaweah Delta Health Care District
 Revenue Bonds
 (Tulare County, California)
 Signature Bank Rate of 2.37%
 --Preliminary--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			119,487.50	119,487.50	
06/30/2020					119,487.50
12/01/2020			177,750.00	177,750.00	
06/01/2021	845,000	2.370%	177,750.00	1,022,750.00	
06/30/2021					1,200,500.00
12/01/2021			167,736.75	167,736.75	
06/01/2022	865,000	2.370%	167,736.75	1,032,736.75	
06/30/2022					1,200,473.50
12/01/2022			157,486.50	157,486.50	
06/01/2023	885,000	2.370%	157,486.50	1,042,486.50	
06/30/2023					1,199,973.00
12/01/2023			146,999.25	146,999.25	
06/01/2024	905,000	2.370%	146,999.25	1,051,999.25	
06/30/2024					1,198,998.50
12/01/2024			136,275.00	136,275.00	
06/01/2025	930,000	2.370%	136,275.00	1,066,275.00	
06/30/2025					1,202,550.00
12/01/2025			125,254.50	125,254.50	
06/01/2026	950,000	2.370%	125,254.50	1,075,254.50	
06/30/2026					1,200,509.00
12/01/2026			113,997.00	113,997.00	
06/01/2027	970,000	2.370%	113,997.00	1,083,997.00	
06/30/2027					1,197,994.00
12/01/2027			102,502.50	102,502.50	
06/01/2028	995,000	2.370%	102,502.50	1,097,502.50	
06/30/2028					1,200,005.00
12/01/2028			90,711.75	90,711.75	
06/01/2029	1,020,000	2.370%	90,711.75	1,110,711.75	
06/30/2029					1,201,423.50
12/01/2029			78,624.75	78,624.75	
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030					1,202,249.50
12/01/2030			66,241.50	66,241.50	
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031					1,197,483.00
12/01/2031			53,621.25	53,621.25	
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032					1,197,242.50
12/01/2032			40,704.75	40,704.75	
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033					1,201,409.50
12/01/2033			27,432.75	27,432.75	
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034					1,199,865.50
12/01/2034			13,864.50	13,864.50	
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035					1,197,729.00
	15,000,000		3,117,893.00	18,117,893.00	18,117,893.00

BOND DEBT SERVICE

Kaweah Delta Health Care District
 Revenue Bonds
 (Tulare County, California)
 Signature Bank Rate of 2.37%
 501c3 Portion
 --Preliminary--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			54,167.67	54,167.67	
06/30/2020					54,167.67
12/01/2020			80,580.00	80,580.00	
06/01/2021			80,580.00	80,580.00	
06/30/2021					161,160.00
12/01/2021			80,580.00	80,580.00	
06/01/2022			80,580.00	80,580.00	
06/30/2022					161,160.00
12/01/2022			80,580.00	80,580.00	
06/01/2023			80,580.00	80,580.00	
06/30/2023					161,160.00
12/01/2023			80,580.00	80,580.00	
06/01/2024			80,580.00	80,580.00	
06/30/2024					161,160.00
12/01/2024			80,580.00	80,580.00	
06/01/2025			80,580.00	80,580.00	
06/30/2025					161,160.00
12/01/2025			80,580.00	80,580.00	
06/01/2026			80,580.00	80,580.00	
06/30/2026					161,160.00
12/01/2026			80,580.00	80,580.00	
06/01/2027			80,580.00	80,580.00	
06/30/2027					161,160.00
12/01/2027			80,580.00	80,580.00	
06/01/2028			80,580.00	80,580.00	
06/30/2028					161,160.00
12/01/2028			80,580.00	80,580.00	
06/01/2029	165,000	2.370%	80,580.00	245,580.00	
06/30/2029					326,160.00
12/01/2029			78,624.75	78,624.75	
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030					1,202,249.50
12/01/2030			66,241.50	66,241.50	
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031					1,197,483.00
12/01/2031			53,621.25	53,621.25	
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032					1,197,242.50
12/01/2032			40,704.75	40,704.75	
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033					1,201,409.50
12/01/2033			27,432.75	27,432.75	
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034					1,199,865.50
12/01/2034			13,864.50	13,864.50	
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035					1,197,729.00
	6,800,000		2,065,586.67	8,865,586.67	8,865,586.67

BOND DEBT SERVICE

Kaweah Delta Health Care District
 Revenue Bonds
 (Tulare County, California)
 Signature Bank Rate of 2.37%
 Governmental Portion
 --Preliminary--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			65,319.83	65,319.83	
06/30/2020					65,319.83
12/01/2020			97,170.00	97,170.00	
06/01/2021	845,000	2.370%	97,170.00	942,170.00	
06/30/2021					1,039,340.00
12/01/2021			87,156.75	87,156.75	
06/01/2022	865,000	2.370%	87,156.75	952,156.75	
06/30/2022					1,039,313.50
12/01/2022			76,906.50	76,906.50	
06/01/2023	885,000	2.370%	76,906.50	961,906.50	
06/30/2023					1,038,813.00
12/01/2023			66,419.25	66,419.25	
06/01/2024	905,000	2.370%	66,419.25	971,419.25	
06/30/2024					1,037,838.50
12/01/2024			55,695.00	55,695.00	
06/01/2025	930,000	2.370%	55,695.00	985,695.00	
06/30/2025					1,041,390.00
12/01/2025			44,674.50	44,674.50	
06/01/2026	950,000	2.370%	44,674.50	994,674.50	
06/30/2026					1,039,349.00
12/01/2026			33,417.00	33,417.00	
06/01/2027	970,000	2.370%	33,417.00	1,003,417.00	
06/30/2027					1,036,834.00
12/01/2027			21,922.50	21,922.50	
06/01/2028	995,000	2.370%	21,922.50	1,016,922.50	
06/30/2028					1,038,845.00
12/01/2028			10,131.75	10,131.75	
06/01/2029	855,000	2.370%	10,131.75	865,131.75	
06/30/2029					875,263.50
	8,200,000		1,052,306.33	9,252,306.33	9,252,306.33

AGGREGATE DEBT SERVICE

Kaweah Delta Health Care District
 Revenue Bonds
 (Tulare County, California)
 Signature Bank Rate of 2.37%
 --Preliminary--

Period Ending	Series 2020 - 501c3	Series 2020 - Governmental	Series 2012	Series 2015A	Series 2015B	Series 2017A&B	Series 2017C	Capital Leases	Aggregate Debt Service
06/30/2020	54,167.67	65,319.83	4,149,500	1,641,200	4,140,563	1,530,169	2,237,445	2,010,330	15,828,694.50
06/30/2021	161,160.00	1,039,340.00	4,140,250	1,876,079	4,140,563	2,734,718	2,686,911	130,669	16,909,690.00
06/30/2022	161,160.00	1,039,313.50	4,147,500	628,468	4,140,563	1,667,772	5,077,722	47,648	16,910,146.50
06/30/2023	161,160.00	1,038,813.00		626,592	4,140,563	1,719,648	9,221,923		16,908,699.00
06/30/2024	161,160.00	1,037,838.50		636,577	4,140,563	1,719,158	9,213,221		16,908,517.50
06/30/2025	161,160.00	1,041,390.00		2,156,086	4,140,563	3,138,922	6,274,044		16,912,165.00
06/30/2026	161,160.00	1,039,349.00		3,069,916	4,140,563	2,815,902	5,682,661		16,909,551.00
06/30/2027	161,160.00	1,036,834.00		4,297,802	4,140,563	1,598,046	5,672,445		16,906,850.00
06/30/2028	161,160.00	1,038,845.00		4,421,213	4,140,563	1,480,612	5,666,978		16,909,371.00
06/30/2029	326,160.00	875,263.50			4,655,563	5,390,158	5,663,041		16,910,185.50
06/30/2030	1,202,249.50				4,598,825	9,968,308	1,141,501		16,910,883.50
06/30/2031	1,197,483.00				4,618,388	9,950,271	1,140,685		16,906,827.00
06/30/2032	1,197,242.50				4,631,175		11,078,301		16,906,718.50
06/30/2033	1,201,409.50				4,647,275				5,848,684.50
06/30/2034	1,199,865.50				4,052,150				5,252,015.50
06/30/2035	1,197,729.00				10,732,150				11,929,879.00
06/30/2036					10,731,650				10,731,650.00
06/30/2037					10,734,450				10,734,450.00
06/30/2038					10,736,050				10,736,050.00
06/30/2039					10,736,050				10,736,050.00
06/30/2040					10,737,300				10,737,300.00
06/30/2041					10,733,800				10,733,800.00
06/30/2042					10,736,600				10,736,600.00
06/30/2043					12,120,400				12,120,400.00
06/30/2044					12,119,400				12,119,400.00
06/30/2045					12,121,200				12,121,200.00
	8,865,586.67	9,252,306.33	12,437,250	19,353,933	186,707,493	43,713,684	70,756,878	2,188,647	353,275,778.00

BOND PRICING

Kaweah Delta Health Care District
 Revenue Bonds
 (Tulare County, California)
 Signature Bank Rate of 2.37%
 --Preliminary--

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2035 - 501c3:					
	06/01/2029	165,000	2.370%	2.370%	100.000
	06/01/2030	1,045,000	2.370%	2.370%	100.000
	06/01/2031	1,065,000	2.370%	2.370%	100.000
	06/01/2032	1,090,000	2.370%	2.370%	100.000
	06/01/2033	1,120,000	2.370%	2.370%	100.000
	06/01/2034	1,145,000	2.370%	2.370%	100.000
	06/01/2035	<u>1,170,000</u>	2.370%	2.370%	100.000
		6,800,000			
Term Bond due 2035 - Governmental:					
	06/01/2021	845,000	2.370%	2.370%	100.000
	06/01/2022	865,000	2.370%	2.370%	100.000
	06/01/2023	885,000	2.370%	2.370%	100.000
	06/01/2024	905,000	2.370%	2.370%	100.000
	06/01/2025	930,000	2.370%	2.370%	100.000
	06/01/2026	950,000	2.370%	2.370%	100.000
	06/01/2027	970,000	2.370%	2.370%	100.000
	06/01/2028	995,000	2.370%	2.370%	100.000
	06/01/2029	855,000	2.370%	2.370%	100.000
	06/01/2035	<u>8,200,000</u>	2.370%	2.370%	100.000
		8,200,000			
		<u>15,000,000</u>			

Dated Date	01/31/2020	
Delivery Date	01/31/2020	
First Coupon	06/01/2020	
Par Amount	15,000,000.00	
Original Issue Discount		
Production	15,000,000.00	100.000000%
Underwriter's Discount		
Purchase Price	15,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	15,000,000.00	

BOND SUMMARY STATISTICS

Kaweah Delta Health Care District
 Revenue Bonds
 (Tulare County, California)
 Signature Bank Rate of 2.37%
 --Preliminary--

Dated Date	01/31/2020
Delivery Date	01/31/2020
Last Maturity	06/01/2035
Arbitrage Yield	2.370198%
True Interest Cost (TIC)	2.370198%
Net Interest Cost (NIC)	2.370000%
All-In TIC	2.527374%
Average Coupon	2.370000%
Average Life (years)	8.770
Weighted Average Maturity (years)	8.770
Duration of Issue (years)	7.790
Par Amount	15,000,000.00
Bond Proceeds	15,000,000.00
Total Interest	3,117,893.00
Net Interest	3,117,893.00
Bond Years from Dated Date	131,556,666.67
Bond Years from Delivery Date	131,556,666.67
Total Debt Service	18,117,893.00
Maximum Annual Debt Service	1,202,550.00
Average Annual Debt Service	1,181,387.70
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2035 - Governmental	8,200,000.00	100.000	2.370%	5.415	10,496.00
Term Bond due 2035 - 501c3	6,800,000.00	100.000	2.370%	12.817	8,704.00
	15,000,000.00			8.770	19,200.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,000,000.00	15,000,000.00	15,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-180,000.00	
- Other Amounts			
	15,000,000.00	14,820,000.00	15,000,000.00
Target Value			
Target Date	01/31/2020	01/31/2020	01/31/2020
Yield	2.370198%	2.527374%	2.370198%

Kaweah Delta Physician Recruitment and Relations Medical Staff Recruitment Report - January 2020

Prepared by: Brittany Taylor, Director of Physician Recruitment and Relations - btaylor@kdhcd.org - (559)624-2899

Date prepared: 1/17/2019

Central Valley Critical Care Medicine	
Hospitalist	2
Intensivist	3

Delta Doctors Inc.	
OB/Gyn	2
Laborist	1

Kaweah Delta Faculty Medical Group	
Family Medicine Associate Program Director	1
Family Medicine Core Faculty	1

Key Medical Associates	
Internal Medicine/Family Medicine	2
Gastroenterology	1
Hospitalist	1

Other Recruitment	
Orthopedic Surgery - Hand	1
Palliative Medicine	1

Somnia	
Anesthesiology - Cardiac	1

Valley Children's Health Care	
Maternal Fetal Medicine	2
Neonatology	1

Valley Hospitalist Medical Group	
GI Hospitalist	2

Visalia Medical Clinic (Kaweah Delta Medical Foundation)	
Dermatology	2
Gastroenterology	2
Internal Medicine	1
OB/GYN	3
Orthopedic Surgery	1
Otolaryngology	1
Pediatrics	1
Psychiatry	2
Radiology - Diagnostic	1
Rheumatology	1
Urology	1

Candidate Activity								
Specialty/Position	Group	Last Name	First Name	Availability	Board Certification	CA Licensed	Referral Source	Current Status
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Bland, D.O.	Scott	08/21	American Board of Family Medicine, Eligible	None	Direct - 9/15/19	Pending site visit in early 2020
Family Medicine	Key Medical Associates	Dougherty, MD	Michael	07/21	American Board of Family Medicine, Eligible	None	Key Medical Associates 12/12/19	Site visit: 12/13/19; Offer extended
Family Medicine	Delta Doctors, Inc.	Macias, M.D.	Lea	10/20	American Board of Family Medicine, Eligible	Active	Current KDH Resident	Site Visit: 11/25/19; Offer accepted
Family Medicine - Program Director	Kaweah Delta Faculty Medical Group	Martinez, M.D.	Mario	05/20	American Board of Family Medicine, Certified	Active	Internal Referral	Site Visit: 11/22/19; Offer accepted
Family Medicine	Key Medical Associates	Janvelian, M.D.	Vladimir	09/20	American Board of Family Medicine, Eligible	Active	Carson Kolb - 11/28/18	Site Visit: 2/15/19; Offer accepted; Start date pending
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Patty, M.D.	Christina	08/20	American Board of Family Medicine, Eligible	Active	Direct - Local Candidate	Site Visit: 2/5/19; Offer accepted; Start Date: 8/31/20
Hospitalist	Central Valley Critical Care Medicine	Diramerian, M.D.	Liza	08/20	TBD	None	Referral - Dr. Umer Hayyat	Site Visit: 12/17/19; References Pending
Hospitalist	Central Valley Critical Care Medicine	Li, M.D., Ph.D.	Yuehua	08/20	American Board of Internal Medicine, Eligible	Active	Vista Staffing - 11/5/2019	Site visit: 1/27/20
Hospitalist	Central Valley Critical Care Medicine	McIntyre, M.D.	Alexia	08/20	TBD	None	Vista Staffing - 1/4/2020	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Shah, M.D.	Vatsal	08/20	American Board of Internal Medicine, Eligible	None	Vista Staffing - 1/3/20	Currently under review
Hospitalist	Key Medical Associates	Jamil, M.D.	Asma	07/20	TBD	Active	KMA - 1/13/2020	Site visit: 1/24/2020
Hospitalist	Key Medical Associates	Pursley, M.D.	Sarah	08/20	American Board of Family Medicine, Eligible	None	KMA - 1/2/2020	Site Visit: 1/10/2020
Hospitalist	Central Valley Critical Care Medicine	Hayyat, M.D.	Umer	08/20	American Board of Internal Medicine, Eligible	In progress	Practice Link	Site Visit: 8/14/19; Offer accepted

Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Board Certification	CA Licensed	Referral Source	Current Status
Hospitalist	Central Valley Critical Care Medicine	Milani, M.D.	Kasra	01/20	American Board of Internal Medicine, Certified	Active	Vista Staffing - 8/12/2019	Site Visit: 8/22/19; Offer accepted; Start Date: 1/28/2020
Hospitalist	Central Valley Critical Care Medicine	Upton, M.D.	Tracy	08/20	American Board of Internal Medicine, Eligible	Active	Vista Staffing - 9/12/19	Site Visit: 10/17/19; Offer accepted
Intensivist	Central Valley Critical Care Medicine	Aboud, M.D.	Hussain	08/20	American Board of Internal Medicine, Certified; Critical Care Medicine, Eligible	None	PracticeLink - 12/9/19	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine	Emami, M.D.	Nader	07/20	American Board of Internal Medicine, Certified; Critical Care Medicine, Eligible	None	Comp Health 10/1/19	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine	John, D.O.	Avinaj	08/21	TBD	None	Vista Staffing - 10/25/19	Site Visit: 12/13/19; References Pending
Intensivist	Central Valley Critical Care Medicine	Kelker, M.D.	Tariq	TBD	American Board of Surgery - General, Certified; American Board of Critical Care, Eligible -	Active	MDstaffers - 10/11/19	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine	Matthews, M.D.	Lawrence	08/20	American Board of Internal Medicine, Certified; American Board of Critical Care, Eligible	None	Direct - PracticeLink 12/31/2019	Currently under review
Intensivist	Central Valley Critical Care Medicine	Rubinchikova, M.D.	Yelena	05/19	American Board of Internal Medicine, Eligible	None	Fidelis Partners - 8/14/19	Site Visit: 10/21/19; offer accepted
Internal Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Malik, M.D.	Sara	08/21	American Board of Internal Medicine, Eligible	None	Direct - Dr. Umer Hayyat's spouse	Pending site visit in early 2020
Maternal Fetal Medicine	Valley Children's Hospital	Acosta, M.D.	Reinaldo	TBD	American Board of OB/GYN, Certified; American Board of OB/GYN - Maternal Fetal Medicine - Certified	Active	Valley Children's - 7/11/2019	Site Visit: 7/30/19; Possible locums to permanent

Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Board Certification	CA Licensed	Referral Source	Current Status
Neonatology	Valley Children's Hospital	Ibonia, M.D.	Katrina	12/19	American Board of Pediatrics; Neonatal-Perinatal, Certified	Active	Valley Children's - 8/1/2019	Site Visit: 8/27/19; Offer accepted; Start date: 3/9/20
Otolaryngology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Badran, M.D.	Karam	08/20	American Board of Otolaryngology – Head and Neck Surgery, Eligible	Active	Fidelis Partners - 8/8/2019	Site Visit: 10/14/19; Offer extended
Otolaryngology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Neel, M.D.	Gregory	08/20	American Board of Otolaryngology – Head and Neck Surgery, Eligible	None	AAO-HNS Job Posting	Site Visit: 1/31/20
Otolaryngology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Roos, D.O.	Jason	05/20	American Osteopathic Board of Otolaryngology, Certified	In progress	Direct	2nd Site Visit: 1/27/20; Offer accepted
Palliative Medicine	Independent	Mylavarapu, M.D.	Alexander	08/20	American Board of Hospice & Palliative Medicine, Eligible	None	Fidelis Partners - 9/30/19	Site visit: 11/5/19; Offer extended
Pediatrics	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Currie, D.O.	Kristen	03/20	American Board of Pediatrics, Certified	In progress	Practice Match - 9/17/19	Site Visit: 10/28/19 Offer accepted; Tentative start date: 3/2020
Radiation Oncology	Sequoia Radiation Oncology Medical Associates	Chang, D.O.	Tangel	05/20	American Board of Radiology - Radiation Oncology, Certified	Active	ASTRO Conference 2017	Site Visit: 10/7/19; 2nd visit: 10/28/19; Offer accepted



Risk Management Report – Open
4th Quarter 2019
January 29, 2019

Evelyn McEntire
Director of Risk Management

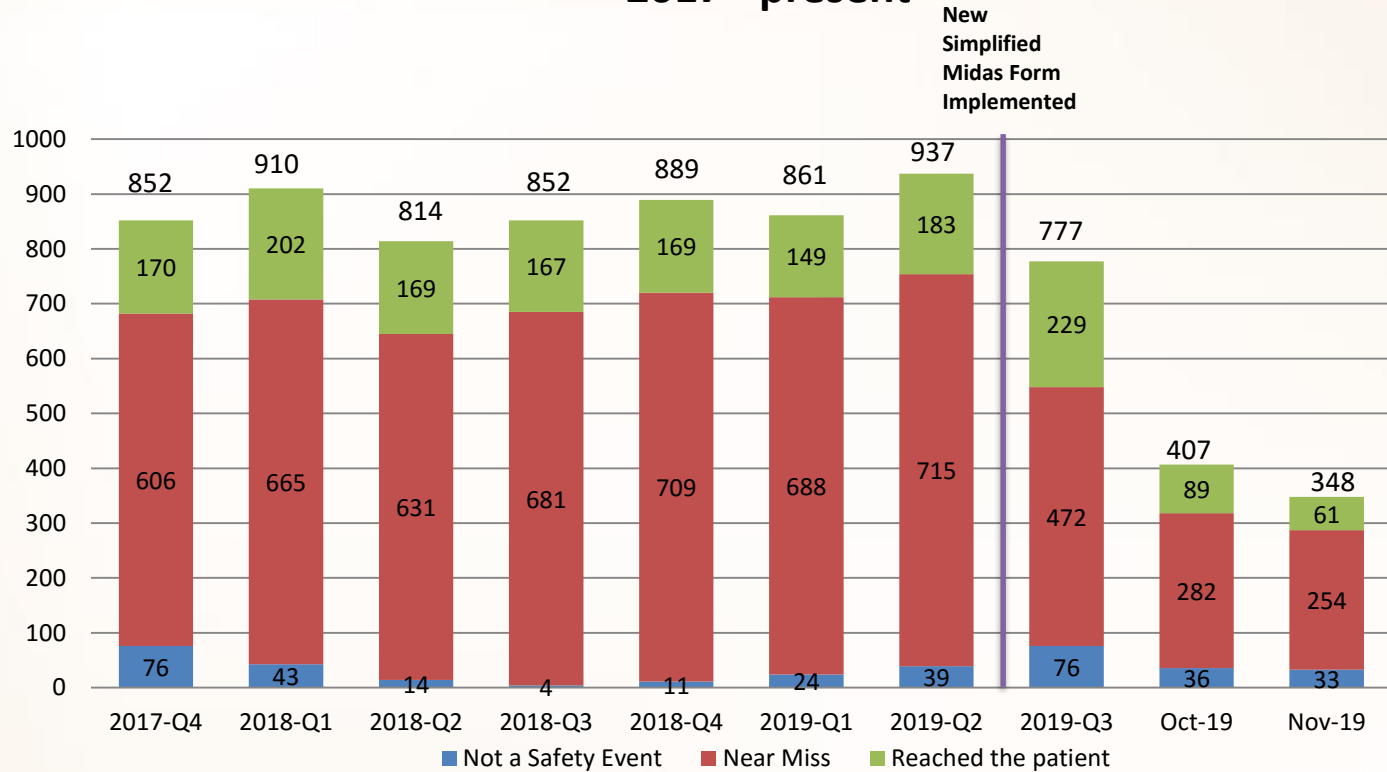
KAWEAH DELTA HEALTH CARE DISTRICT

Risk Management Goals

1. Promote a safety culture as a proactive risk reduction strategy.
2. Reduce frequency and severity of harm (patient and non-patient).
 - Zero incidents of “never events”
3. Reduce frequency and severity of claims.



Safety Events Reports by Significance 2017 - present



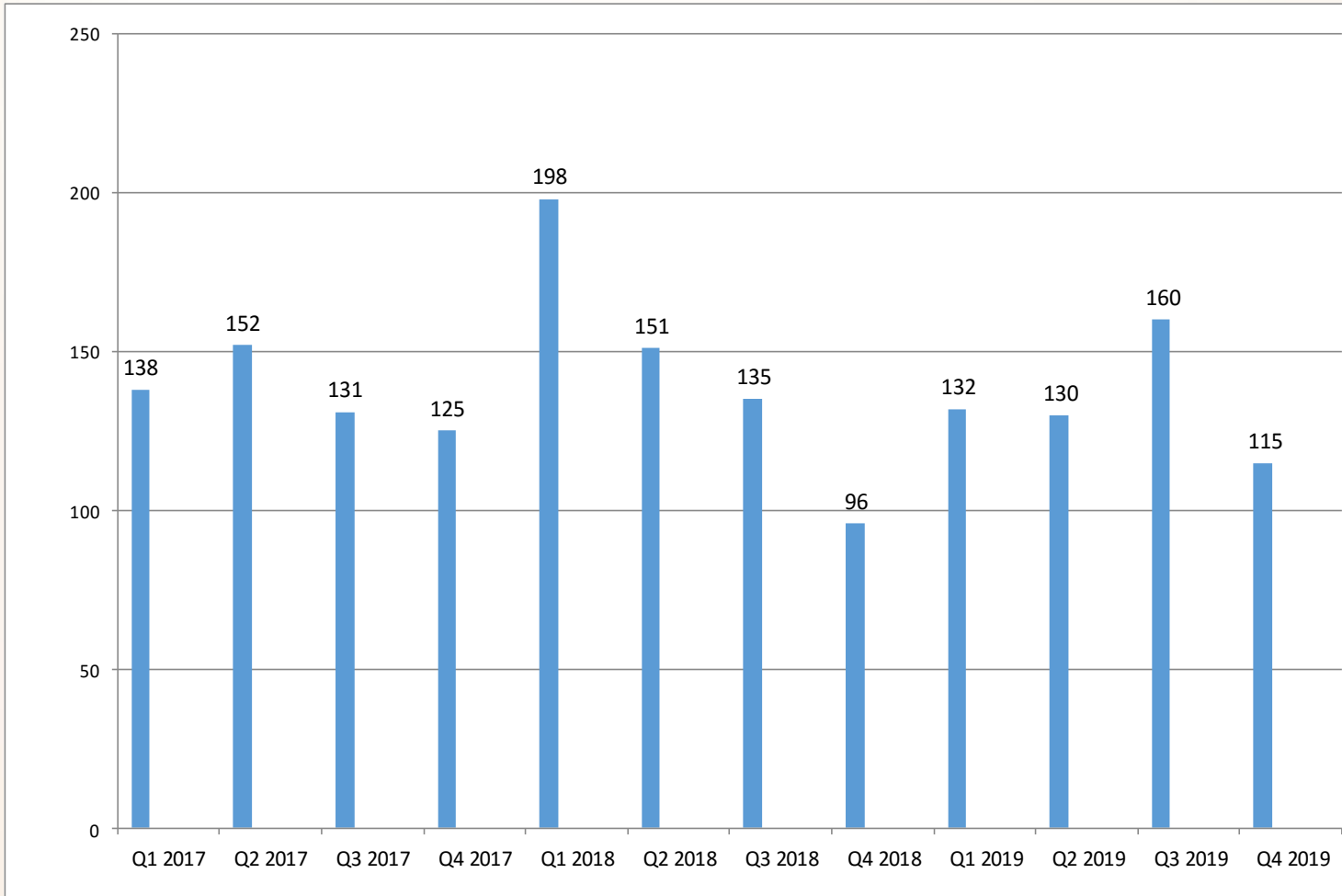
This newly added graph represents the total number of Midas event reports submitted per quarter. They are also categorized by “Not a safety event,” “Near miss,” or “Reached the patient.”

Goal: To increase the total number of event reports submitted by staff/providers while decreasing those events which reach the patient.

We are well on our way to over 1,000 Midas event reports submitted in 4th quarter 2019!

Complaints & Grievances

2017-2019



Trends:

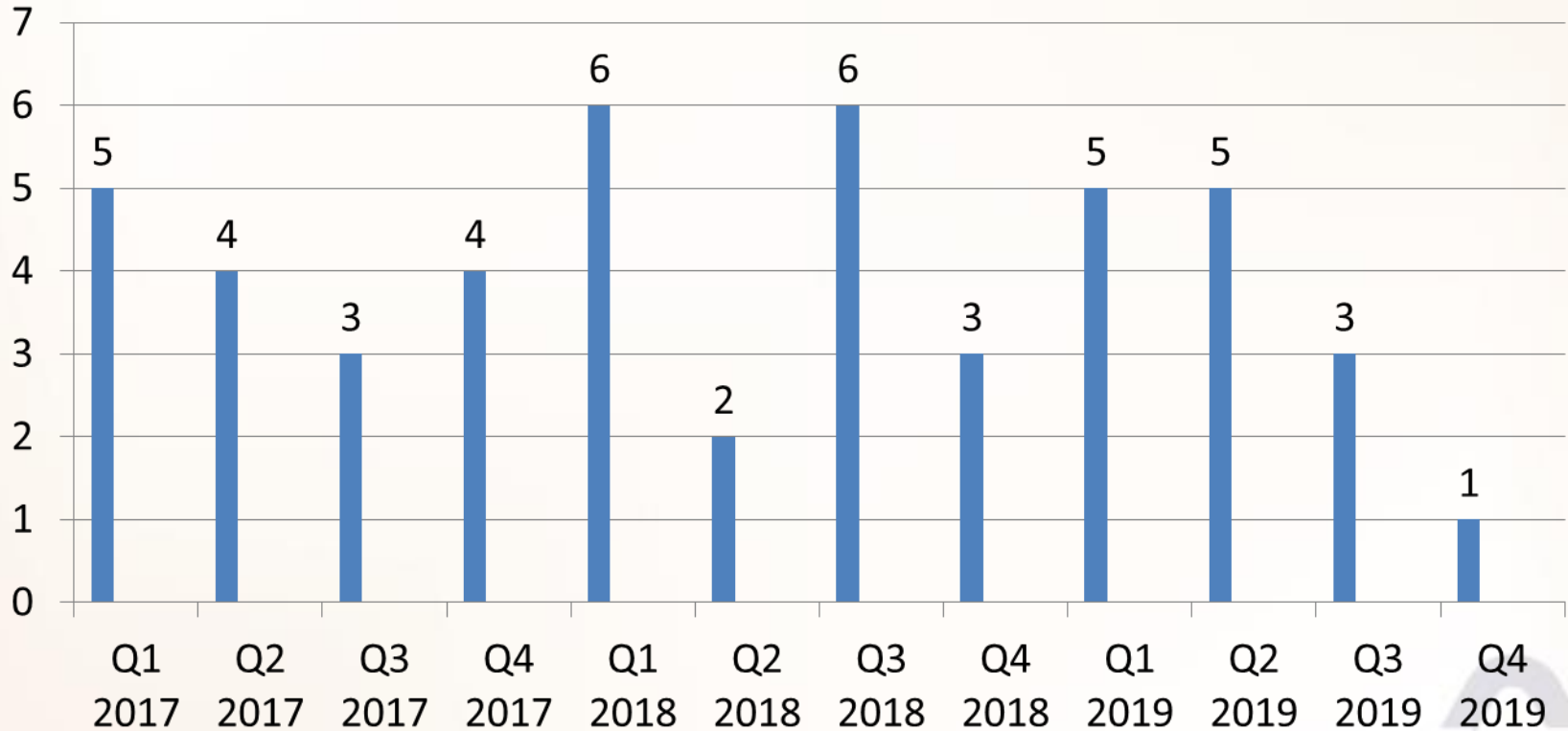
- Lost Belongings
- Physician Care
- Communication



Claims Frequency

2017 – 2019

Average of Claims/Year = 15



Current Topics of Focus

- Develop corrective actions for the November 2019 CMS Validation survey findings. Kaweah Delta met all CMS Conditions of Participation and had zero CMS deficiencies!
 - Minimal, low-level state findings identified during this survey (Ex: nursing documentation, medication administration, storage of medication, expired supplies on cart, dishwasher water temp, nursing ratios). They do not require a formal Plan of Correction, but we will respond with our corrective actions for the public's knowledge as posted on the CDPH website.
- Identify and prioritize Kaweah Delta's top risk management priorities via survey of District leaders.



REPORT TO THE BOARD OF DIRECTORS

Medical Imaging Services

Renee Lauck, Director (559) 624-2345
January 29, 2020

Summary Issue/Service Considered

Regulatory and Accreditation

- We are on track in the final phases for FY 2021, for the previously reported move from Computed Radiography (**CR**) to Digital Radiography (**DR**). This was a mandate in the Consolidated Appropriations Act of 2016, by Centers for Medicare & Medicaid Services (**CMS**).
- American College of Radiology (**ACR**) accreditation awarded for CAT Scan (**CT**), Ultrasound (**US**), & Magnetic Resonance Imaging (**MRI**) in FY 2020. Plans to obtain Nuclear Medicine ACR in FY 2021.
- CMS has also mandated appropriateness use criteria, which is in line for implementation by spring of 2020. CMS anticipates its use in reducing overutilization of high-end imaging for all outpatients. CMS will begin regulating or tracking its use in January of 2021.

Project Plans for 2019-2020

- **KDMC CT** – It is essential to pursue a third CT scanner and procedural area at KDMC. Current units are up for replacement in 2-3 years. Overall procedure volume has increased at KDMC by 23%.
- **Breast Center:** Adding additional Ultrasound unit to expedite coverage and reduce backlog for patients.

Staffing/Operations 2019-2020

- **KDMC CT:**
 - Staffing has stabilized in CT with marked improvements in employee engagement scores.
- **KDMC Ultrasound:**
 - Licensed staffing has stabilized. Review necessity to add radiology aides to increase efficiency and increase patient throughput.

Quality/Performance Improvement Data

Employee Engagement, Safety and Quality (SAQ) survey initiatives

- Continue to have favorable scores in all areas.
- Top opportunities identified by staff are in process
- Staffing – increase in staffing resulted in higher employee engagement scores.

Monthly Performance Improvement

- Procedure complication rates
- Emergency Department (ED) Imaging discrepancies
- Turn-around order to completion

- Turn-around time completion of exam to radiologist final read
- Mammography recall rates
- Stroke alert compliance rates.

Organization, Patient and Employee Safety focus

- CUSP has high engagement from staff
- Patient fall prevention & education
- Unit Based Council – Have had our highest ever engagement from staff

Policy, Strategic or Tactical Issues

- Finalize upgrades or replacement of Diagnostic X-ray equipment to meet CMS regulations for DR technology.
- American College of Radiology (ACR) accreditation for KD imaging modalities at 95% completion.
- Meet need for expanding surgery demands –Pending purchase of 1 C-arm in FY 2020 and review possible need to increase surgical technologists.
- Continue to improve assessment process for coding and billing charges for all imaging services.

Recommendations/Next Steps

- Pursue replacement of equipment beyond useful life
- Add equipment as needed for expanded services with increased volumes
- Explore adding 3rd CT Scanner, radiologist reading room and recovery area to meet ED, procedural and inpatient demand.
- Add Surgical C-Arms and staff to meet expanding imaging needs for Neurosurgical services and surgery volume.
- Explore move of outpatient Nuclear Medicine department to KDIC as this area continues to struggle meeting in and outpatient volumes in one area.
- Review outpatient PET/CT service along with Sequoia Cardiology.

Approvals/Conclusions

Future in Imaging Services

- Reductions in reimbursement for imaging services will continue to impact profitability. We are currently seeing this in all areas with bundling of exams that formerly billed separately.
- Continue to assess opportunities to improve turnaround times to support ED and inpatient length of stay.
- Assess opportunities to combine various imaging in order to reduce duplicative services throughout district.
- Review ability to work with community physicians and patients to service needs in the area.

Financial Summary

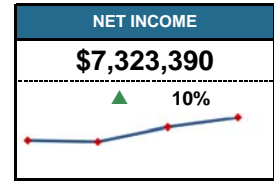
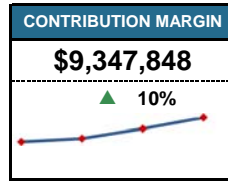
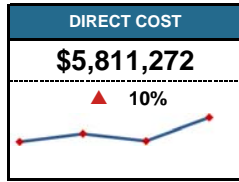
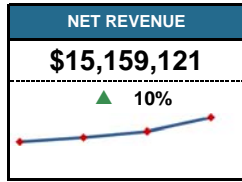
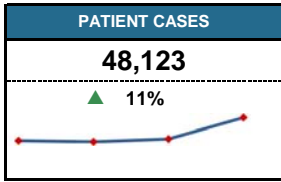
- 11% increase in total patient cases. Total imaging exams increased by 4,686. *It is important to know that reports from last year included patient procedures, versus patient cases provided in this report
- 10% increase in Net Revenue with total net revenue increase of \$1,404,821.
- 10% increase in Direct Cost
 - Several units came off warranty
 - Adjusted staffing to accommodate increase in volume.
- 10% increase in Net Income
 - Improvement in net income of \$671,359 over prior year. Due to increased volumes in all service areas with the exception of Urgent Care Demaree.
 - Top contributors to net income increase:
 - MRI at Kaweah Delta Imaging Center (KDIC) for \$2,225,368
 - Breast Center for \$1,526,333
 - CT at KDIC for \$1,151,098
 - Ultrasound KDIC for \$771,561

Outpatient Radiology Services - Summary

Note: All visits with a primary service of Radiology. This excludes visits with Radiology services performed as a part of another outpatient service line (eg. Urgent Care, Emergency Department).

Board Meeting - January 29, 2020

KEY METRICS - FY 2020 ANNUALIZED ON THE FOUR MONTHS ENDED OCTOBER 31, 2019



*Note: Arrows represent the change from prior year and the lines represent the 4-year trend

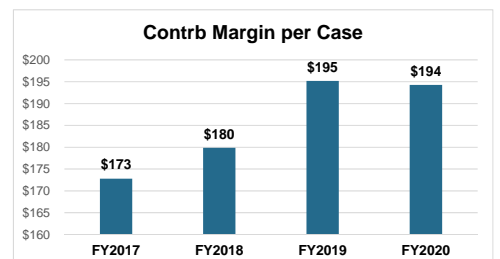
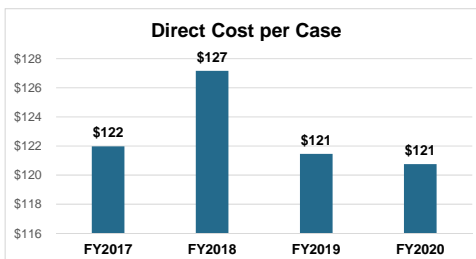
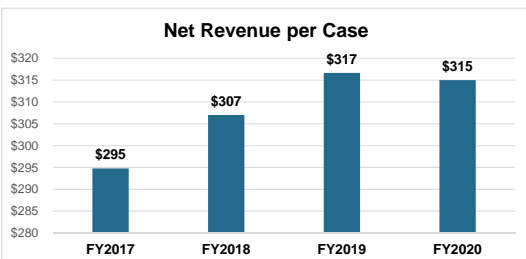
METRICS BY SERVICE LINE - FY 2020 ANNUALIZED

SERVICE LINE	PATIENT CASES	NET REVENUE	DIRECT COST	CONTRIBUTION MARGIN	NET INCOME	CONTRB MARGIN PER CASE
Breast Center Kaweah Delta Img Ctr	10,890	\$3,365,233	\$1,425,663	\$1,939,570	\$1,526,333	\$178
CT Scan Downtown Campus	177	\$177,511	\$39,703	\$137,808	\$115,376	\$779
CT Scan Kaweah Delta Img Ctr	3,825	\$2,006,742	\$558,682	\$1,448,060	\$1,151,098	\$379
Diag Imaging Kaweah Delta Img Ctr	9,759	\$1,240,355	\$826,982	\$413,373	\$93,841	\$42
Diag Img UCC Demaree Walk-in	414	\$32,774	\$46,201	(\$13,427)	(\$29,249)	(\$32)
Diagnostic Imaging Downtown Campus	378	\$199,035	\$132,586	\$66,450	\$22,364	\$176
MRI Downtown Campus	186	\$169,270	\$44,601	\$124,668	\$94,112	\$670
MRI Kaweah Delta Img Ctr	3,942	\$3,017,999	\$525,138	\$2,492,861	\$2,225,368	\$632
Nuclear Medicine Downtown Campus	1,047	\$740,491	\$398,163	\$342,327	\$233,498	\$327
Diag Imaging South Campus	8,739	\$719,990	\$445,011	\$274,979	\$72,979	\$31
PET Scan Kaweah Delta Img Ctr	915	\$1,758,981	\$845,205	\$913,776	\$846,366	\$999
Ultrasound Downtown Campus	1,743	\$400,985	\$125,773	\$275,213	\$199,743	\$158
Ultrasound Kaweah Delta Img Ctr	6,108	\$1,329,755	\$397,563	\$932,192	\$771,561	\$153
Radiology Services Total	48,123	\$15,159,121	\$5,811,272	\$9,347,848	\$7,323,390	\$194

METRICS SUMMARY - 4 YEAR TREND

METRIC	FY2017	FY2018	FY2019	FY2020 ^{*Annualized}	%CHANGE FROM PRIOR YR	4 YR TREND
Patient Cases	43,097	42,816	43,437	48,123	▲ 11%	
Net Revenue	\$12,704,747	\$13,145,590	\$13,754,300	\$15,159,121	▲ 10%	
Direct Cost	\$5,256,969	\$5,444,901	\$5,275,954	\$5,811,272	▲ 10%	
Contribution Margin	\$7,447,779	\$7,700,689	\$8,478,346	\$9,347,848	▲ 10%	
Indirect Cost	\$1,727,792	\$2,090,834	\$1,826,314	\$2,024,459	▲ 11%	
Net Income	\$5,719,986	\$5,609,855	\$6,652,031	\$7,323,390	▲ 10%	
Net Revenue per Case	\$295	\$307	\$317	\$315	▼ -1%	
Direct Cost per Case	\$122	\$127	\$121	\$121	▼ -1%	
Contrb Margin per Case	\$173	\$180	\$195	\$194	▶ 0%	

GRAPHS



Note: FY2020 is annualized in graphs and throughout the analysis

Kaweah Delta Health Care District Annual Report to the Board of Directors

Pathology & Lab

Randall Kokka (624-5053)
Director of Clinical Laboratory Services
January 15, 2020

Summary Issue/Service Considered

- For calendar year 2019, the Clinical Laboratory performed over 5.7 million tests, which represents an increase of over fourteen percent in our technical workload year over year. This coincides with an increase of ten percent in our outpatient service line caseload, or 8,130 cases (annualized), in the current fiscal year. Our overall net outpatient revenue is up nearly four percent, or \$277,455, but our net revenue per case is trending slightly lower due to increased capitation in our payer mix. Notably, while our direct costs are trending two percent higher, our net income is also up four percent.
- Employee focus: the Lab continued efforts to create an ideal work environment. Utilizing direct employee feedback, three opportunities for improvement were identified: (1) increase phlebotomy and other support staffing levels, (2) raise compensation levels to market equity, and (3) improve intra-lab communication.
- Continuous quality improvement: continuation of initiatives to decrease blood culture contamination rates, transfusion product wastage and stat test turnaround times, while increasing test resulting capacity, i.e. faster/more testing throughput.
- Equipment and technology initiatives: implement a Lab improvement plan to replace aging equipment and significantly improve overall Lab facilities (e.g. a new Blood Bank area) in an extremely busy department.
- Cerner Millennium and Bridge specimen collection optimization: continuation of efforts to optimize the Cerner Lab module, with particular focus on our specimen collection devices and Bridge software program.

Quality/Performance Improvement Data

- The College of American Pathologists (CAP) proficiency testing programs were successfully completed and documented. The Clinical Laboratory continued to be CAP accredited.
- The Laboratory actively participated as part of the Hospital's successful 2019 The Joint Commission accreditation survey.
- In close collaboration with Information Support Services and Cerner consultants, the Laboratory validated several quality metric reports over the past year, including: blood culture contamination rates, stat test turnaround times, daily throughput and productivity, test order and report quality, specimen rejection criteria, etc.

Policy, Strategic or Tactical Issues

- By far, the most important tactical issue was the urgent need to address our aging Chemistry analyzers and automation line. Our current analyzers are undersized for a workload of nearly three million tests per year and began to show serious signs of wear and tear in the latter part of calendar year 2018 and throughout 2019. As the Lab

remodel project commenced in November 2019, a significant milestone was reached. New equipment installations and validations are currently scheduled throughout 2020.

- Lab and Human Resources management will continue to collaborate on strategies to improve Lab support personnel staffing and equity levels, and decrease position turnover.
- In conjunction with our employee satisfaction goals, the employee driven Lab Council met monthly and established new “Employee of the Month” and “Employee of the Year” recognition awards. The Council also continued to serve as a conduit to voice employee suggestions and concerns, plan morale-boosting activities (e.g. Lab Week) and is currently vetting an initiative to improve employee personal protective equipment.

Recommendations/Next Steps

- Technical focus: continue to work with our architectural firm, construction/project personnel and outside vendors to oversee the Lab improvement project- including the installation of a novel “total-lab-automation” line.
- Staffing focus: continue to support and potentially augment the Clinical Lab Scientist (CLS) trainee program as an integral part of overall staffing strategy. Increase per diem staffing levels in the CLS and Phlebotomist ranks, and further ensure budgeted staffing levels are achieved by implementing a standby shift for Phlebotomists.
- Continue to focus on service quality and actively plan for enhancement of quality control and quality assurance oversight.
- Initiate planning for Microbiology automation particularly as it pertains to culture plating.

Approvals/Conclusions

- At the culmination of nearly three years of planning, the District approved funding for a significant Lab improvement project. This project began active implementation in the fourth quarter of 2019 and will continue to progress through 2020. This will bring state-of-the-art technology to the District and markedly improve space utilization within the Laboratory. For patients, the plan also includes moving our existing Lab patient service center in the basement of the Mineral King wing to a brand new location on the ground floor in close proximity to the Hospital entrance. These changes will significantly improve overall Laboratory performance and convenience for our patient population.
- Employee satisfaction: via ongoing collaboration with the Chief Operating Officer and Human Resource management, the Lab increased staffing depth in our phlebotomy ranks and added a Lab Support Services Educator position in the past year. We are also in active planning to further improve equity, job ladders and working conditions.
- The Laboratory, in close partnership with the Emergency Department, is on the cusp of a trial to utilize a commercially prepared blood culture collection “pack” with the goal to significantly reduce blood culture contamination rates. This is currently in the final stages of negotiation.
- The new BioFire molecular testing program began operation in February of 2019 and continues to be an important diagnostic tool for physicians and pharmacists. The Laboratory, in alliance with our infectious disease pharmacist, has innovatively led the way with our testing algorithms and validation of new panels. This has resulted in improved diagnostic capabilities and better patient care.
- The Laboratory continues to plan for the addition of new patient service centers in areas that will enhance convenience for our patient population.
- The Laboratory will continue to advocate for and implement improvements to our Bridge specimen collection system and associated hardware.

KDHCD ANNUAL BOARD REPORT

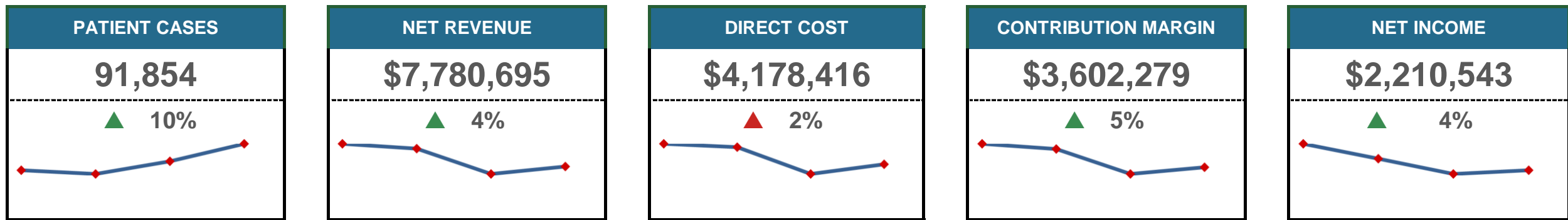
Clinical Lab - Outpatient Service Line

FY2020 Annualized

Note: All visits with a primary service of Lab. This excludes visits with Lab services performed as a part of another outpatient service line (eg. Urgent Care, Emergency Department).

Board Meeting - January 29, 2020

KEY METRICS - FY 2020 ANNUALIZED ON THE FOUR MONTHS ENDED October 31, 2019

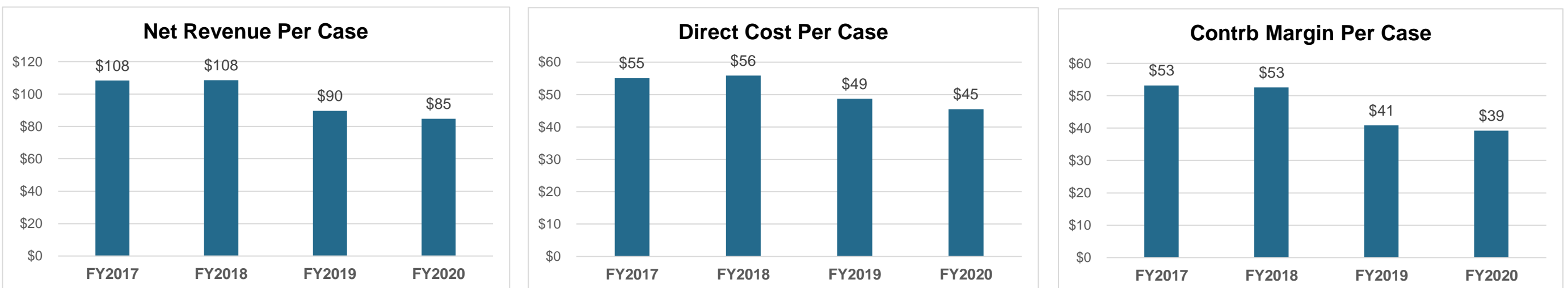


*Note: Arrows represent the change from prior year and the lines represent the 4-year trend

METRICS SUMMARY - 4 YEAR TREND

METRIC	FY2017	FY2018	FY2019	FY2020 ^{*Annualized}	%CHANGE FROM PRIOR YR	4 YR TREND
Patient Cases	79,547	77,818	83,724	91,854	▲ 10%	
Net Revenue	\$8,613,882	\$8,440,967	\$7,503,240	\$7,780,695	▲ 4%	
Direct Cost	\$4,382,434	\$4,348,754	\$4,082,412	\$4,178,416	▲ 2%	
Contribution Margin	\$4,231,448	\$4,092,213	\$3,420,828	\$3,602,279	▲ 5%	
Indirect Cost	\$1,464,391	\$1,638,012	\$1,287,091	\$1,391,737	▲ 8%	
Net Income	\$2,767,057	\$2,454,201	\$2,133,737	\$2,210,543	▲ 4%	
Net Revenue Per Case	\$108	\$108	\$90	\$85	▼ -5%	
Direct Cost Per Case	\$55	\$56	\$49	\$45	▼ -7%	
Contrb Margin Per Case	\$53	\$53	\$41	\$39	▼ -4%	

PER CASE TRENDED GRAPHS

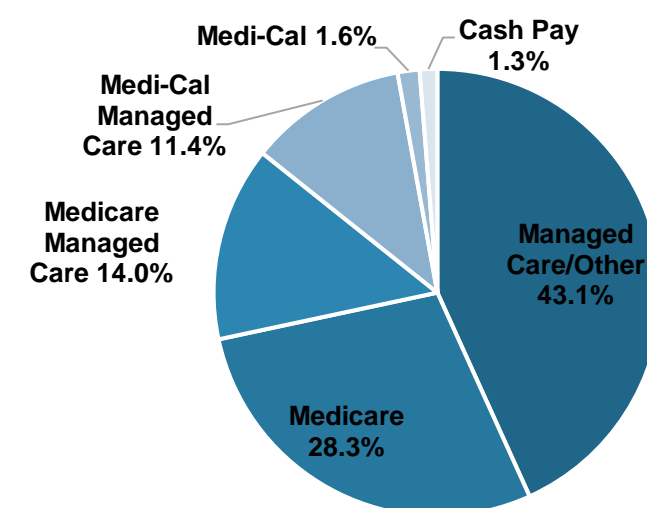


Note: FY2020 is annualized in graphs and throughout the analysis

PAYER MIX - 4 YEAR TREND

PAYER	FY2017	FY2018	FY2019	FY2020 ^{*Annualized}
Managed Care/Other	51.4%	50.2%	44.0%	43.1%
Medicare	29.2%	30.0%	29.0%	28.3%
Medicare Managed Care	10.1%	12.5%	13.7%	14.0%
Medi-Cal Managed Care	6.1%	4.0%	10.5%	11.4%
Medi-Cal	1.9%	1.8%	1.6%	1.6%
Cash Pay	1.1%	1.2%	1.0%	1.3%
Work Comp	0.3%	0.4%	0.3%	0.3%
County Indigent	0.0%	0.0%	0.0%	0.0%

FY 2020 Payer Mix - Annualized



Policy Submission Summary

Manual Name: Administrative Policy			Date: January 2020
Support Staff Name: Cindy Moccio			
Policy/Procedure Title	#	Status (New, Revised, Reviewed, Deleted)	Name and Phone # of person who wrote the new policy or revised an existing policy
Travel, Per Diem and Other Employee Reimbursement	AP.19	Revised	Dianna Cox
Access to Legal Counsel	AP.57	Revised	Ben Cripps
Compliance with EMTALA	AP.98	Revised	Ben Cripps
Advanced Directives	AP.112	Revised	Maribel Resendez-Molar
Suspected Illegal Substances	AP.139	Revised	Miguel Morales
Professional and Service Club District Reimbursed Memberships	AP.105	Reviewed	Executive Team
Proper Addressing of US Mail	AP.94	Delete	Executive Team



Policy Number: AP19	Date Created: No Date Set
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Travel, Per Diem and Other Employee Reimbursements	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

POLICY: Kaweah Delta ~~Health Care District~~ will reimburse employees for certain travel, travel time, and acceptable business expenses which are reasonably incurred in the course of ~~District~~ Kaweah Delta business. For travel costs relating to the cost of meals and incidentals while on travel to conduct Kaweah Delta business, the employee will receive a per diem rate to cover such costs.

All expenses submitted for reimbursement will require original receipts when not covered by the per diem rate. All receipts must include a detail of all items purchased. A summary credit card receipt will not be sufficient for reimbursement. Unless otherwise approved by an Executive Team Member ~~“ET”~~, expenses submitted without original detailed receipts will not be reimbursed by ~~the District~~ Kaweah Delta.

Travel or attendance at conferences outside the Contiguous US are generally prohibited. (Contiguous United States consists of the lower 48 states. This excludes Alaska and Hawaii.) Any exception requires the prior approval of the appropriate Director and Executive Team member.

REFERENCES:

- AP46 Commercial Card Expense Reporting Program (CCER)
- AP84 Mileage Reimbursements
- AP105 Professional and Service Club District Reimbursed Memberships
- AP156 Standard Procurement Practices

AUTHORIZATION: Authorization for expenses will be obtained as follows:

- Pre-Approval: For conference travel, the employee must obtain written approval from their immediate supervisor (immediate supervisor refers to ~~department~~ Department Director or a member of the Executive Team) prior to the travel taking place (email approval is acceptable). Travel expenses not receiving prior approval will not be reimbursed by ~~the District~~ Kaweah Delta unless later approved by an ~~ET~~ Executive Team member.
- After travel: Employee expenses must be approved by the employee’s authorized signer (generally a director or ~~ET~~ Executive Team member). The approver must be an authorized signer with a completed Purchase Authorization Sheet on file with Materials Management (See District Policy AP156) having purchase limits and authority to approve travel expenses.

Travel, Per Diem and Other Employee Reimbursements

- Department Manager/Supervisor expenses must be approved by their Director or ~~Vice President~~ ~~or Sr. Vice President~~.
- Vice Presidents may sign for expenses to the limit of the authority provided them through the budgeting process. Vice President ~~/Sr. Vice President's~~ travel expenses must be approved by the Chief Executive Officer.
- Goods and services purchased for the benefit of employees and staff appreciation accounted for under any HR program (such as Job Well Done) must have VP and HR approval before the purchase is made to confirm that the department has sufficient budgeted funds available to secure the purchase.

METHODS OF PAYMENT: Method of payments of approved travel expense is as follows:

- Payment by a ~~District Kaweah Delta~~ issued credit card – Approved business expenses paid for by using a ~~District Kaweah Delta~~ issued credit card must follow policies as set forth in AP46 (Commercial Card Expense Reporting (CCER))
- Prepayment by Accounts Payable – Travel expenses which are being paid for directly by the ~~District Kaweah Delta~~ to a third party vendor must be submitted on the attached Travel Reimbursement Form or nonstock before payment will be processed.
- Payment by the Employee (out of pocket expenses) – Approved business expenses may be paid by the employee and reimbursed based on employee reimbursement procedures as outlined herein.

PROCEDURE:

Travel, Per Diem, and other Employee Reimbursements ~~s not related to travel:~~

- I. No matter what mode of travel is being used, travel costs paid for by the ~~District Kaweah Delta~~ for travel subsequently cancelled must immediately be refunded to the ~~District Kaweah Delta~~ unless such cancellation is for the business benefit or convenience of the ~~District Kaweah Delta~~ and has been approved by a member of the ~~ET Executive Team~~. The approver authorizing the travel is responsible to ensure that the refund is received by the ~~District Kaweah Delta~~ timely and the appropriate cost center properly credited for the refund. Non-reimbursable travel and non-travel expenses include, but may not be limited to:
 - A. charge card fees
 - B. meals in excess of the per diem rate, unless approved by the Executive Team
 - C. airline hospitality fees
 - D. frequent user program fees
 - E. personal services and sundries
 - F. personal gas or oil if a mileage allowance is received
 - G. baby-sitting/child care fees
 - H. traffic or parking violation citations

Travel, Per Diem and Other Employee Reimbursements

- I. laundry and valet services
- J. pet care
- K. replacement of lost luggage
- L. personal gifts
- M. alcoholic beverages except as permitted under section IV and approved by a member of the ~~ET~~ Executive Team or Board of Directors.

II. Air Travel and Lodging

- A. The lowest appropriate airfare will be obtained at all times unless alternative is specifically approved by the ~~Employee's~~ employee's supervisor (supervisor refers to ~~department~~ Department Director or a member of the Executive Team) as applicable. Employees will only be reimbursed for the cost of coach fares and standard luggage fees.
- B. Hotels offering special or corporate rates should be used whenever possible. When attending a conference, employees may stay at the hotel where the event is held to take advantage of the conference "host" discount.
- C. Employees may participate, to their own personal benefit, in frequent user bonus programs. ~~KDHCD~~ Kaweah Delta will not reimburse any employee for costs associated with participation in frequent user bonus programs.

III. Ground Transportation - Employees requiring ground transportation shall determine and utilize the most cost-effective means available.

- A. Personal Vehicle - When it is necessary for an employee to utilize their personal vehicle to conduct ~~District~~ Kaweah Delta business, expenses will be reimbursed in accordance with AP84 (Mileage Reimbursement).
- B. Taxi, Hotel or Airport Shuttle, Convenience Vans, etc. - Employees requiring transportation to or from a commercial carrier port such as an airport shall employ the most cost-effective alternative in arriving at their destination. Reimbursement will be made available to employees based upon actual costs incurred, supported by a detailed receipt. The use of alternate transportation shall only be used if more cost effective than the use of the employee's personal vehicle. Any exceptions must be approved by the employee's supervisor.
- C. Rental Cars - When adequate transportation at lower cost is not available (i.e., personal car, hotel or airport shuttle, taxi, etc.), cars (up to mid-sized) may be rented from a local vendor. Employees will not be reimbursed for charges associated with the rental company fee for waiver for collision/loss damage or liability.
- D. Private Limousine - Limousine costs will be reimbursed only when other reasonable transportation (i.e., shuttle, rental car, taxi cab, etc.) is not available.

IV. Meals and ~~incidentals~~ Incidentals – Other than specific identified exceptions, meals and incidentals will not be reimbursed based on the cost of the meal or item of purchase. Instead, employees shall receive a standard travel per diem rate to cover all meals and incidentals while traveling (See Per Diem Section below). Exception to the per diem rate for which meals can be reimbursed based on original receipt include:

Travel, Per Diem and Other Employee Reimbursements

- A. Reimbursing an ~~ET~~Executive Team member, Director, or Board member for the cost of a group meal incurred while meeting with a business group consisting of employee(s), physician(s), vendor(s), employee or physician recruitment or any group meeting on ~~District~~Kaweah Delta business.
 - B. Reimbursing an employee for the cost of a meal incurred while entertaining a visitor or other non-~~District~~Kaweah Delta employee on ~~District~~Kaweah Delta business with the approval of the ~~ET~~Executive Team or Board member.
 - C. Reimbursing an employee for the cost of a meal incurred while entertaining a prospective physician candidate with the approval of the Vice President.
 - D. In the circumstances described above in items A, B, and C, alcoholic beverages may be consumed in connection with the meal and shall be considered a reimbursable business expense. Such purchases shall be reasonable and reflective of appropriate judgement/prudence.
- V. Per Diem - Employees will receive a standard travel per diem rate to cover all expenses incurred by the employee on behalf of ~~District~~Kaweah Delta during travel (aside from air fares, standard luggage fees, hotel registrations, mileage, transportation, and registration fees which are paid for by the ~~District~~Kaweah Delta or directly reimbursed to the employee). A travel day includes the day immediately before and after the business event or if traveling on the same day as the business event, the travel day includes the official work day that is more than 12 hours but less than 24 hours as allowable by the U.S. General Service Administration located at www.gsa.gov/perdiem.
- A. To receive a per diem payment prior to travel, the employee must submit to Finance at least one week prior to travel an approved Travel Reimbursement Form (see attached form) requesting a per diem payment along with the required documentation described below in Section VII. If travel is canceled, and not approved by an Executive Team member, the employee must immediately refund ~~District~~Kaweah Delta the per diem payment received for days not traveled.
 - B. To receive the per diem payment after travel has been completed the employee must submit to Finance within 60 days after travel has been completed an approved Travel Reimbursement Form (see attached form) requesting per diem pay along with the required documentation described below in Section VII.
- VI. Entertainment – All requests for reimbursement of entertainment expenses must be approved by an Executive Team member.
- VII. Required Documentation for ~~all~~All ~~ET~~Travel:
- A. Instead of completing a nonstock form, the employee must complete the Travel Reimbursement Form (see attached form) and must include (i) appropriate approval for travel as discussed above under “Authorization”, (ii) the allowable per diem rate for location of travel as provided by the U.S. General Service Administration located at www.gsa.gov/perdiem and included on KD Central and (iii) evidence of the number of days traveling and location. The Travel Reimbursement Form is to be completed for each request for payment.
 - B. No receipts need to be submitted for expenses incurred that will be covered by the per diem rate. For expenses not covered by the per diem rate, original receipts **MUST** be

Travel, Per Diem and Other Employee Reimbursements

submitted to the approver and attached to the Travel Reimbursement Form in order to be submitted to Finance for reimbursement.

1. For vendor purchases, a receipt including the vendor name, transaction amount, date, and detail of the item(s) purchased.
 2. For Internet purchases, a screen print or order confirmation email
 3. All receipts and/or invoices less than 8 ½ by 5 ½ inches must be taped to a plain white sheet of paper. Multiple receipts may be included on the same sheet of paper, but they may not overlap.
- C. In the rare and unique occurrence that a receipt cannot be located, an Executive Team member must sign the Travel Reimbursement Form approving the missing receipt. The executive team member can deny the reimbursement request.
- D. If the business purpose of the transaction is not evident upon review of the receipt, further documentation of the business purpose is required.

Guidelines for Travel Time to determine hours to be paid.

1. Seminars, conferences, institutes or workshops inside or outside the District setting that directly impact or contribute to the employee's current job responsibilities may be compensated. If these meetings or courses are deemed "mandatory," there are specific wage and hour laws pertaining to compensation and for compensation for travel time for non-exempt personnel.
2. Time spent by employees attending training programs, lectures and meetings are not counted as hours worked if the attendance is voluntary on the part of the employee and all of the following criteria are met:
 - a. Attendance is outside of regular working hours;
 - b. Attendance is voluntary and employment will not be affected by nonattendance;
 - c. The course, lecture, or meeting is not prescribed by Kaweah Delta;
 - d. The employee does not perform any productive work during such attendance.

Overnight Travel Out of Town:

1. If a non-exempt employee is required to travel on an overnight, mandatory out-of-town assignment, the employee will be paid for all hours from the time the employee leaves his/her home until the time that he/she reaches his/her destination. However, if the employee leaves directly from home to begin his or her travel, the employee's normal commute time shall be subtracted from the compensable travel time at the beginning and end of travel day.
2. If an employee is required to report to his or her worksite first and then leaves for the out-of-town travel assignment, all travel time is compensable, but the employee's normal commute will be subtracted at the end of the day.
3. Time that the employee spends sleeping and time when the employee is free to engage in purely personal pursuits is not compensable.

Meal and Rest Period Policy:

Travel, Per Diem and Other Employee Reimbursements

- Regardless of the type of travel, if being paid productive hours, employees are required to comply with the meal and rest period policies on any travel date. Time that employees spend taking uninterrupted meal breaks of at least 30 minutes is not considered compensable "hours worked."

Procedures:

If the employee is eligible for compensation for attendance at any such meetings, classes or seminars, the time must be noted on the timekeeping record as such. Each employee is to complete a timesheet for each day of travel, recording hours worked. The timesheet should indicate the start and stop time of each travel and work period, as well as the start and stop time of each meal period. Pay will be generated from the employee's own accurate account of their time spent working and traveling. Each employee's time sheet must be signed by the employee and is subject to audit. The employee will receive his/her current hourly rate for all hours, exclusive of any differentials, but within wage and hour laws pertaining to overtime.

Refer to AP84: Mileage Reimbursement

Applies to mandatory seminars, conferences, institutes or workshops inside or outside the District setting that directly impact or contribute to the employee's current job responsibilities.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

Kaweah Delta Health Care District
Travel Approval and Reimbursement Form

400 W. Mineral King Visalia, CA 93291-6263 (559) 624-2000

This form must be completed to submit request for conference and travel approval and for payment of per diem or reimbursement of travel expenses Submit completed form with supporting documentation and/or receipts to your Department Manager / Supervisor or Vice President / Sr. Vice President / CEO as applicable.

Name: _____ Department # _____ Date: _____

Title of Seminar / Conference: _____

Location (City, State) of Seminar / Conference: _____

Dates of Conference From: _____ To: _____

TRIP DETAIL	Estimated Expense	Actual Expense	Method of Payment	Supporting Documentation for payment request? If "no" explain why.
Registration Fees (608700)			<input type="checkbox"/> KD Wells Fargo <input type="checkbox"/> Personal Card <input type="checkbox"/> Cash	
Mileage rate when using own car: Total miles _____ x \$_____ per mile Rate is determined by IRS.gov rate				
Public Transportation: Air, Bus, Train, Cab, etc.			<input type="checkbox"/> KD Wells Fargo <input type="checkbox"/> Personal Card <input type="checkbox"/> Cash	
Lodging(See AP19-"Air Travel and Lodging" Paragraph: Total days _____ x \$_____ per day*			<input type="checkbox"/> KD Wells Fargo <input type="checkbox"/> Personal Card <input type="checkbox"/> Cash	
Per Diem(See AP19 -"Per Diem" Section III)Working days _____ x \$_____ per day*Travel days _____ x \$_____ per day x 75%*				
Meals(See AP19-"Meals" Section III)			<input type="checkbox"/> KD Wells Fargo <input type="checkbox"/> Personal Card <input type="checkbox"/> Cash	
Misc. Expenses (please specify) Parking / Car Rental, etc.			<input type="checkbox"/> KD Wells Fargo <input type="checkbox"/> Personal Card <input type="checkbox"/> Cash	
TRAVEL COSTS TO BE CHARGED TO (608800)				

* Amounts exceeding the per-day allowances must be approved by an Executive Team member prior to travel.

Approval (Must include an Authorized Signor for the department being charged)

Conference Approval

Expense/Reimbursement Approval

Employee Signature

Employee Signature

Authorizing Supervisor
(Director level or above)

Authorizing Supervisor
Director level or above



Policy Number: AP57	Date Created: No Date Set
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Access to Legal Counsel	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

POLICY: In order to control the costs of legal fees, and to streamline the dissemination of legal advice, direct access to legal counsel is limited to certain specific individuals.

Individuals authorized for direct and immediate access to District Administrative legal counsel are limited to:

- A. any member of the ~~District~~Kaweah Delta Board of Directors;
- B. the Chief Executive Officer (CEO);
- C. the ~~District~~ Executive Assistant ~~to Board~~/CEO & Board Clerk;
- ~~D. any individual with the title of Kaweah Delta Health Care District Senior Vice President; Vice President or Division Director;~~
- ~~D.E. the Kaweah Delta Medical Foundation (KDMF) CEO and Chief Financial Officer (CFO);~~
- ~~E.F. the Director of Risk Management;~~
- ~~F.G. the District Compliance & Privacy Officer;~~
- ~~G.H. the Director of Internal Audit;~~
- ~~H.I. the Chief of Medical Staff;~~
- ~~I.J. the Chair of the Medical Staff Credentials Committee;~~
- ~~J.K. the Chair of the Medical Staff By-Laws Committee;~~
- ~~K. the Director of Patient Accounting Services or Credit Manager.~~

Formatted: Indent: Left: 1.25", No bullets or numbering

~~Directors or O~~ther staff members may be authorized for direct and immediate access to District legal counsel provided they are acting at the specific request or direction of an individual occupying any of the positions indicated above.

Individuals authorized for direct and immediate access to Medical Staff legal counsel are limited to:

- A. any member of the District Board of Directors;
- B. the Chief Executive Officer;
- C. any Medical Staff Officer;
- D. the Chair of the Medical Staff Credentials Committee;
- ~~the the Chief Medical Officer~~
- E. Director of Medical Staff Services

Other staff members may be authorized for direct and immediate access to Medical

Staff legal counsel provided they are acting at the specific request or direction of an individual occupying any of the positions indicated above.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

approval



Policy Number: AP98	Date Created: No Date Set
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Compliance with EMTALA	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

Purpose: To describe the Emergency Medical Treatment and Active Labor Act (EMTALA) obligations. To define EMTALA policies and procedures for Medical Staff and Kaweah Delta Health Care District ("Kaweah Delta hereinafter "District") employees.

Policy: Policy Application

- A. **Compliance:** It is the policy of ~~the District~~ Kaweah Delta to comply with ~~the EMTALA regulations obligations.~~ These ~~regulations policies~~ are mandated by Section 1867 of the Social Security Act, as amended, and regulations adopted in 1994, and the California hospital licensing laws governing the provision of emergency services and care.
- B. **Non-Discrimination.** The Hospital will provide emergency services and care without regard to an individual's race, ethnicity, national origin, citizenship, age, sex, sexual orientation, preexisting medical condition, physical or mental handicap, insurance status, economic status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient.
- B. **Enforcement:** The Centers for Medicare and Medicaid Services (CMS) and the Office of the Inspector General (OIG) of the U.S. Department of Health and Human Services are responsible for the enforcement of EMTALA. Violations of EMTALA may be reported to other federal and state agencies and to The Joint Commission. The California Department of Public Health (CDPH) is responsible for the enforcement of state hospital licensing laws.
- C. **Sanctions:** Failure to comply with EMTALA may result in termination ~~by CMS~~ of ~~the District's~~ Kaweah Delta's participation in the Medicare and Medicaid programs, as well as civil monetary penalties imposed by the OIG for both ~~the District~~ Kaweah Delta and physicians ~~of up to \$50,000.~~ Failure to comply with state laws on emergency services is subject to a licensing enforcement action as well as possible fines imposed by the state for both Kaweah Delta ~~the District~~ and its Medical

Formatted: Justified

Formatted: Justified

Formatted: Justified

Staff. A violation of EMTALA or the state laws governing emergency services is subject to injunctive relief and civil lawsuits for damages.

Scope of EMTALA and Definitions

- A. **Definitions:** (See Attachment A) Definitions of key EMTALA terms are attached to this policy.
- B. **Application to Kaweah Delta~~the District~~:** EMTALA is applicable to anyone who comes to the Emergency Department. (See Appendix A, Definition F “Comes to the Emergency Department”)
- C. **Application to Physicians:** EMTALA is applicable to any physician who is responsible for the examination, treatment, or transfer of an individual, including a physician on-call for the care of such an individual.
- D. **Dedicated Emergency Departments.** ~~The District~~ **Kaweah Delta** has determined that the following departments ~~of the District~~ are dedicated ~~e~~Emergency ~~d~~Departments:
- (1) Emergency Department;
 - (2) Labor & Delivery.
- E. **Where EMTALA Does Not Apply.** EMTALA does not apply to the following:
- (1) An outpatient during the course of his or her encounter (even if the outpatient develops an emergency medical condition while receiving outpatient services and is taken to the dedicated ~~e~~Emergency ~~d~~Department for further examination and treatment);
 - (2) An inpatient (including inpatients who are “boarded” in the dedicated ~~e~~Emergency ~~d~~Department waiting for an available bed);
 - (3) An individual who presents to any **Kaweah Delta** off-campus department ~~of the District~~ that is not a dedicated ~~e~~Emergency ~~d~~Department;
 - (4) An individual who presents to a ~~r~~Rural ~~h~~Health ~~e~~Clinic, ~~U~~rgent ~~C~~are ~~C~~enter, ~~S~~killed ~~N~~ursing ~~f~~acility or ~~h~~Home ~~H~~health ~~a~~Agency owned or operated by **Kaweah Delta**; ~~the District~~, whether located on-campus or off-campus, ~~or~~ a private physician’s office, or other ambulatory care clinic that participates separately in the Medicare program;
 - (5) Restaurants, private residences, shops or other non-medical facilities that are not part of **Kaweah Delta** ~~the District~~.
- F. **Resources:** ~~The District~~ **Kaweah Delta** must use its available resources, including on-call physicians, to provide ongoing evaluation and stabilizing treatment as required by law and may not transfer a

Formatted: Justified

Formatted: Justified

patient for care when such care is within ~~Kaweah Delta's the District's~~ scope of services, the clinical expertise and privileges of the medical staff, and ~~Kaweah Delta the District's~~ facilities.

III. General Policies

- A. **Signage:** ~~The District~~ Kaweah Delta shall post signs conspicuously in lobbies, waiting rooms, admitting areas, and treatment rooms where examination and treatment occurs. The sign shall be in the form required by CMS that specifies the rights of individuals by examination and treatment for emergency medical conditions and indicates that ~~Kaweah Delta the District~~ participates in the Medi-Cal program. Signs shall also state the name, address and telephone for the State Department of Health Services. Signs shall be posted in the Emergency Department and Labor and Delivery.
- B. **Central Log:** Each Kaweah Delta ~~e~~Dedicated ~~e~~Emergency ~~e~~Department ~~of the District~~ that provides medical screening examinations shall maintain a central log. The log will record the names of patients who present for emergency services whether the person refused treatment, was refused treatment by ~~Kaweah Delta the District~~, or whether the patient was transferred, admitted and treated, stabilized and transferred or discharged. Each ~~e~~Dedicated ~~e~~Emergency ~~D~~epartment shall establish its own central log policy and procedure for including additional information in the log, timely recording of log entries, and the maintenance and expedited retrieval of completed logs.
- C. **On-Call Response:** ~~The District~~ Kaweah Delta shall maintain a ~~schedule list~~ of on-call physicians available who are on-call to respond come to the District to consult or provide treatment necessary to stabilize a patient with an emergency medical condition. On-call physician responsibilities to respond, examine, and treat emergency patients are defined in the Medical Staff Bylaws and/or within the Physician On-Call Agreement. The Emergency Department shall be prospectively aware of physicians who are on-call to the Department. The notification of an on-call physician shall be documented in the medical record and any failure or refusal of an on-call physician to respond to call shall be reported to the Medical Staff Office and the Vice President/ Chief Medical Officer.
- D. **Maintenance of Records:** Medical records and other records (such as transfer logs, on-call lists and changes to the on-call list and central logs) shall be maintained in accordance with Kaweah Delta's District record-retention policies, but not less than five years.
- E. **Disputes:** The Risk Management Director, the Compliance and Privacy Officer and the Chief Medical Officer/Vice President or the on-call Administrator shall be notified immediately by the Director or Medical Director of the Emergency Department in the event of any concern over emergency services to a patient, or a dispute with

another hospital regarding a patient transfer or a concern about ~~the District's~~ compliance with EMTALA.

- F. **Reporting EMTALA Violations:** If Kaweah Delta has a reason to believe it has received a patient whose transfer was not in accordance with the EMTALA requirements (Physician to Physician acceptance, appropriate documentation of condition prior to transfer, consent, etc.), The District Kaweah Delta must report the concern to CMS, or the California Department of Public Health, within 72 hours, if the District has a reason to believe it has received a patient whose transfer was not in accordance with the EMTALA requirements. (Physician to Physician acceptance, appropriate documentation of condition prior to transfer, consent, etc.)
1. All Kaweah Delta District personnel who believe that an EMTALA violation has occurred shall complete an Occurrence Report and report the violation to Risk Management and to Compliance immediately. If the Director of Risk Management and/or the Compliance and Privacy Officer Director of Compliance are not available, the on-call Administrator should be notified immediately.
 2. The Risk Management Director will convene a meeting (this may be via conference call) with the Chief Medical Officer/Vice President, the Medical Director of the Emergency Department, the Director of the Emergency Department, the Compliance Officer and the Director of Performance Improvement to determine if there was an actual reportable EMTALA violation.
 3. The Vice President of Medical Affairs and the Director of Risk Management will present the facts of a potential reportable EMTALA violation to the Chief Executive Officer (CEO) prior to reporting the violation.
 4. The CEO will telephone the CEO of the hospital alleged to have violated EMTALA for clarification of the facts, to make the CEO aware of the EMTALA concern, and to give the CEO an opportunity to rebut.
 5. If after reviewing all of the facts, Kaweah Delta believes an EMTALA violation has occurred is confirmed, the CEO will send a letter to the violating hospital and will submit a report of the EMTALA violation to the appropriate governmental enforcement agency.
- G. **Retaliation:** ~~The District Kaweah Delta~~ shall not retaliate, penalize, or take adverse action against any Medical Staff member or Kaweah Delta District employee for reporting violations of EMTALA or state laws to a governmental enforcement agency.

IV. Medical Screening Examination

- A. **Policy:** A medical screening examination must be offered to any individual presenting for examination or treatment of a medical

condition. The examination must be provided within the capabilities of ~~the District Kaweah Delta~~, including the availability of on-call physicians. The examination must be the same appropriate screening examination that ~~the District Kaweah Delta~~ would perform on any individual with similar signs and symptoms, regardless of the individual's ability to pay for medical care.

- B. **Scope:** A medical screening examination is the process required to reach, within reasonable clinical confidence, the point at which it can be determined whether an emergency medical condition does or does not exist. The scope of the examination must be tailored to the presenting complaint and the medical history of the patient. The process may range from a simple examination (such as a brief history and physical) to a complex examination that may include laboratory tests, MRI or diagnostic imaging, lumbar punctures, other diagnostic tests and procedures, and the use of on-call physicians.
- C. **Comparison with Triage:** Triage is not equivalent to a medical screening examination. Triage merely determines the "order" in which patients will be seen, not the presence or absence of an emergency medical condition.
- D. **Continuous Monitoring:** The medical screening examination is a continuous process reflecting ongoing monitoring in accordance with an individual's needs. Monitoring will continue until the individual is stabilized or appropriately transferred. Reevaluation of a patient must occur prior to discharge or transfer.
- E. **Personnel Qualified to Perform Medical Screening Examinations:** The categories of persons qualified to perform emergency medical examinations shall be defined in the Medical Staff Rules and Regulations.
- F. **Department Policies:** Each ~~Department of the District~~ that provides emergency services shall adopt policies and procedures describing the content of the medical screening examination in the ~~e~~Department and documentation of patient records, and conduct ongoing in-service training of department personnel. In addition, each on-campus and off-campus department shall adopt policies for handling patient emergencies, including communication with the hospital emergency department and movement of the patient to the emergency department or transfer to another hospital, and conduct in-service training of department personnel.

V. Patient Registration

- A. **Policy:** ~~The District Kaweah Delta~~ shall not delay providing a medical screening examination or delay necessary stabilizing treatment in order to inquire about an individual's method of payment or insurance status.

- B. **Patient Registration:** Routine registration information may be obtained prior to the medical screening examination as long as it does NOT delay the screening examination or necessary treatment. Under California law, the hospital's areas that are identified as emergency departments **may not** inquire as to the patient's ability to pay prior to providing the medical screening examination and necessary stabilizing treatment.
- C. **Prior Authorization:** ~~The District~~Kaweah Delta may not request prior authorization for emergency services (including the medical screening examination) before a qualified the District provider has conducted the medical screening examination or initiated stabilizing treatment for a patient with an emergency medical condition.

VI. Transfer of Patients with an Emergency Medical Condition

- A. **Policy:** ~~The District~~Kaweah Delta may not transfer any patient to another hospital with an unstabilized emergency medical condition (includes a pregnant patient having contractions, a patient with severe pain, a psychiatric disturbance or symptoms of substance abuse) unless the patient requests the transfer or a physician certifies that the medical benefits reasonably expected from the provision of treatment at the receiving facility outweigh the risks to the patient from the transfer. ~~The District~~A qualified provider must provide additional examination and treatment as may be required to stabilize the emergency medical condition.
- B. **Requirements for Transfer:** A patient with an unstabilized emergency medical condition may be transferred to another facility only if ~~the District complies with~~ all of the following standards have been met without exception:
1. ~~The District~~Kaweah Delta provides medical treatment within its capacity to minimize the risks to the individual's health and, in the case of a woman in labor, the health of the unborn child; the medical record shall reflect the vital signs and condition of the patient at the time of the transfer;
 2. The receiving hospital has available space and qualified personnel for treatment of the patient; and the receiving hospital and the receiving physician have agreed to accept the patient and provide appropriate medical treatment;
 3. ~~The District~~Kaweah Delta sends to the receiving facility all medical records (or copies thereof) available at the time of transfer related to the emergency condition of the patient, including:
 - a. records related to the patient's emergency condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and vital signs at the time of transfer; other records (including pending test results or records not available at the time

- of transfer) must be forwarded as soon as practicable after the transfer;
- b. the patient's informed written consent to transfer or the physician's certification (or copy thereof); and
 - c. the name and address of any on-call physician who has refused or failed to appear within a reasonable time to provide necessary stabilizing treatment.
4. The transfer is effected using proper personnel and equipment, as well as necessary and medically appropriate life support measures.
- C. **Transfers for Off-Site Tests:** If a patient who has or may have an emergency medical condition is transferred to another facility for a test with the intention of the patient returning to ~~the District~~Kaweah Delta after the test, the ~~District shall effect an appropriate transfer~~ shall occur in accordance with EMTALA standards.
 - D. **Department Policies:** Each department that transfers patients with emergency medical conditions to other facilities shall adopt policies describing the procedures for the transfer of patients, and documentation of the transfer, and conduct ongoing in-service training of department personnel.
 - E. **Disputes:** The treating physician is responsible to determine whether a patient is stabilized or stable for transfer, and the mode of transportation for the transfer.

VII. Patient Refusal of Emergency Services or Transfer

- A. **Policy:** ~~Under EMTALA, t~~he patient retains the right to refuse necessary stabilizing treatment and further medical examination, as well as a transfer to another facility.
- B. **Refusal of Medical Screening Examination:** If a patient leaves ~~District~~areas of the facility that are identified as emergency departments before receiving a medical screening examination, either with or without notice to staff of his/her departure, staff should document the circumstances and reasons (if known) for the patient's departure and the time of departure. Staff should make reasonable efforts to encourage all patients presenting for emergency services to remain for their medical screening examination.
- C. **Refusal of Further Examination or Stabilizing Treatment:** If a patient who has received a medical screening refuses to consent to further examination or stabilizing treatment, ~~the District~~Kaweah Delta must offer the examination and treatment to the patient, inform the patient of the risks and benefits of the examination and treatment and request that the patient sign a form that he/she has refused further examination or treatment. (See Attachment B)
- D. **Refusal of a Transfer:** If a patient refuses ~~to~~ consent to a transfer, ~~Kaweah Delta the District~~ must inform the patient of the risks and

benefits to the patient of the transfer and request that the patient sign a form that he/she has refused the transfer. (See Attachment B)

- E. **Discharge Against Medical Advice (AMA):** If a patient refuses ~~to accept~~ treatment or a transfer, staff will document in the progress notes the offered treatment, a summary of the risks and benefits described to the patient regarding the refused treatment or transfer. The patient will be requested to sign an AMA form. (See Attachment C)

VIII. Acceptance of Patient Transfers

- A. **Policy:** ~~The District has the obligation~~ Kaweah Delta will ~~to~~ accept an appropriate transfer of a patient with an unstabilized emergency medical condition who requires specialized capabilities or facilities, if Kaweah Delta ~~the District~~ has the capacity to treat the individual.
- B. **Documentation:** Each department that is contacted to accept emergency patient transfers shall have policies and procedures for receiving inquiries from other hospitals, including documentation of calls, the names (if known) and conditions of patients, the outcomes of the calls and the reasons if ~~the District~~ Kaweah Delta refuses to accept the transfer.

IX. Performance Improvement

Monitoring EMTALA compliance is a responsibility of ~~the District~~ Kaweah Delta Administration, Compliance Department, the Medical Staff Organization, department heads, Performance Improvement and the Risk Management Department. ~~The District~~ Kaweah Delta shall adopt a monitoring program to evaluate the conduct of the medical screening examinations, patient transfers and compliance with on-call obligations. Corrective action and in-service training will be initiated when appropriate.

ATTACHMENT "A"

EMTALA DEFINITIONS

A. **Appropriate Transfer** ~~– A means a T~~ transfer of an individual with an emergency medical condition that is implemented in accordance with EMTALA standards.

B. **Campus** ~~– The means the~~ buildings, structures and public areas of the Hospital that are located on ~~District Kaweah Delta~~ property.

C. **Capability** ~~– The~~ means the physical space, equipment, staff, supplies and services (e.g., surgery, intensive care, pediatrics, obstetrics and psychiatry), including ancillary services available at ~~the District Kaweah Delta~~.

D. **Capacity** ~~– Kaweah is defined as Kaweah Delta's means the ability of the District~~ to accommodate an individual requesting or needing examination or the treatment of a transferred individual. Capacity encompasses the number and availability of qualified staff, beds, equipment and ~~the District's~~ past practices of accommodating additional individuals in excess of its occupancy limits.

E. **Central Log** ~~– A means a~~ log maintained by ~~Kaweah Delta the District on~~ each individual who comes to its dedicated emergency department(s) or any ~~Kaweah Delta location facility on the District~~ property seeking emergency assistance, and the disposition of each individual.

F. **Comes to the Emergency Department** ~~– An means an~~ individual who —

(1) Presents ~~to a Kaweah Delta at the District's d~~ Dedicated ~~e~~ Emergency Department and ~~requests~~ or has a request made on his or her behalf for examination or treatment for a medical condition, or a prudent layperson observer would believe, based on the individual's appearance or behavior, that the individual needs examination or treatment for a medical condition;

(2) Presents ~~to any other Kaweah Delta Facility on District property other than~~ a dedicate ~~d~~ emergency department, and requests or has a request made on his or her behalf for examination or treatment for what may be an emergency medical condition, or a prudent layperson observer would believe, based on the individual's appearance or behavior, that the individual needs emergency examination or treatment;

(3) Is in a ground or air ambulance owned and operated by ~~the District Kaweah Delta~~ for the purposes of examination or treatment for a medical condition at ~~Kaweah Delta's the~~

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Level 1, Indent: Left: 0.5", First line: 0"

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Level 1, Indent: Left: 0.5", First line: 0"

Formatted: Indent: Left: 0.5", First line: 0"

~~District's~~ dedicated emergency department, unless the ambulance is operated (i) under communitywide EMS protocols that direct the ambulance to transport the individual to another facility (e.g., the closest available facility); or (ii) at the direction of a physician is not employed or affiliated with ~~the DistrictKaweah Delta~~; or

(4) Is in a non-~~DistrictKaweah Delta~~ owned ground or air ambulance that is on ~~DistrictKaweah Delta~~

Property for presentation for examination or treatment for a medical condition at ~~the DistrictKaweah Delta's~~ dedicated emergency department.

Formatted: Indent: Left: 0.5", First line: 0.04"

Formatted: Level 1, Indent: Left: 0.5", First line: 0.04"

G. Dedicated Emergency Department ~~- Any means any d~~Department of ~~the DistrictKaweah Delta~~,

(whether located on ~~DistrictKaweah Delta~~ property or off-campus) that meets any one of the

following requirements:

- (1) It is licensed under applicable state law as an emergency room or emergency department; or
- (2) It is held out to the public (by name, posted signs, advertising or other means) as a place that provides care for *emergency medical conditions* on an urgent basis without requiring a previously scheduled appointment; or
- (3) During the immediately preceding calendar year, it provided (based on a representative sample) at least one-third of all its outpatient visits for the treatment of *emergency medical conditions* on an urgent basis without requiring a previously scheduled appointment.---

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.5", First line: 0"

H. Department of ~~the DistrictKaweah Delta~~ ~~- A means a DistrictKaweah Delta~~ facility or department that

provides services under the name, ownership, provider number and financial and administrative control of ~~the DistrictKaweah Delta~~. For purposes of EMTALA, a department of

~~the DistrictKaweah Delta~~ does not include a skilled nursing facility, home health agency, rural health clinic, free-standing ambulatory surgery center, urgent care center, private physician office or any other provider or entity that participates in the Medicare program under a separate provider number.

Formatted: Font: Not Bold

I. EMTALA ~~- The means the~~ Emergency Medical Treatment and Active Labor Act codified in §§1866 and 1867 of the Social Security Act (42 U.S.C. §1395dd), and the regulations and interpretive guidelines adopted by CMS thereunder. EMTALA is also referred to as the "patient anti-dumping" law.

Formatted: Font: Not Bold

J. Emergency Medical Condition ~~means:~~

- (1) A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in:
 - i. Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;

- ii. Serious impairment to bodily functions; or
- iii. Serious dysfunction of any bodily organ or part; or
- (2) With respect to a pregnant woman who is having contractions:
 - i. When there is inadequate time to effect a safe transfer to another hospital before delivery; or
 - ii. The transfer may pose a threat to the health or safety of the woman or the unborn child.

K. Hospital (~~District Kaweah Delta~~) – ~~A means a~~ hospital that has entered into a Medicare provider agreement, including a critical access or rural primary care hospital.

Formatted: Font: Not Bold

L. Hospital (~~District Kaweah Delta~~) **Property** – ~~The means the~~ entire main Hospital campus, including areas and structures that are located within 250 yards of the main buildings, and any other areas determined on an individual case basis by the CMS regional office, to be part of the main Hospital's campus. Hospital property includes the parking lots, sidewalks, and driveways on the main Hospital campus.

Formatted: Font: Not Bold

M. Inpatient – ~~An means an~~ individual who is admitted to the Hospital for bed occupancy for purposes of receiving inpatient services with the expectation that he/she will remain at least overnight and occupy a bed, even though the individual may be later discharged or transferred to another facility and does not actually use a Hospital bed overnight.

Formatted: Font: Not Bold

N. Labor – ~~The means the~~ process of childbirth beginning with the latent or early phase of labor and continuing through the delivery of the placenta. A woman is in true labor unless a physician certifies that, after a reasonable period of observation, the woman is in false labor.

Formatted: Font: Not Bold

O. Medical Screening Examination – ~~The means the~~ process required to determine, within reasonable clinical confidence, whether an individual who comes to the emergency department has an emergency medical condition or is in labor. The medical screening examination is an ongoing process, including monitoring of the individual, until the individual is either stabilized or transferred.

Formatted: Font: Not Bold

P. Off-Campus – ~~The means the~~ buildings, structure and public areas of ~~the District Kaweah Delta~~ that are located off-site of the main Hospital property.

Formatted: Font: Not Bold

Q. On-Call List – ~~The means the~~ list of physicians who are "on-call" after the initial medical screening examination to provide further evaluation and/or treatment necessary to stabilize an individual with an emergency medical condition.

Formatted: Font: Not Bold

R. Outpatient – ~~An means an~~ individual who has begun to receive outpatient services as

Formatted: Font: Not Bold

part of an encounter, other than an encounter that triggers the EMTALA obligations. An “encounter” is a direct personal contact between an outpatient and a physician or qualified medical person who is authorized by State law to order or furnish Hospital services for the diagnosis or treatment of the outpatient.

S. Physician ~~– means–~~ (i) a doctor of medicine or osteopathy; (ii) a doctor of dental surgery or dental medicine; (iii) a doctor of podiatric medicine; or (iv) a doctor of optometry, each acting within the scope of his or her respective licensure and clinical privileges.

T. Physician Certification ~~– The means the~~ written certification by the treating physician ordering a transfer and setting forth, based on the information available at the time of transfer, that the medical benefits reasonably expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks to the individual and, in the case of a woman in labor, to the unborn child, from effecting the transfer.

Formatted: Font: Not Bold

U. Qualified Medical Person ~~– A means a~~ healthcare professional other than a physician who:

Formatted: Font: Not Bold

- (i) is licensed or certified by the state in which ~~the~~ **DistrictKaweah Delta** is located;
- (ii) practices in a category of health professionals that has been designated by ~~the DistrictKaweah Delta~~ and the medical staff bylaws, rules and regulations, to perform medical screening examinations;
- (iii) has demonstrated current competence in the performance of medical screening examinations within his or her health profession; and
- (iv) as applicable, performs the medical screening examination

~~in~~ **in** accordance with protocols, standardized procedures or other policies as may be required by law or **DistrictKaweah Delta** policy. A qualified medical person may include registered nurses, nurse practitioners, nurse midwives, psychiatric social workers, psychologists and physician assistants.

V. Signage ~~– The means the~~ signs posted by ~~the DistrictKaweah Delta~~ in its dedicated emergency department(s) and in a place or places likely to be noticed by all individuals entering the dedicated emergency department(s) (including waiting room, admitting area, entrance and treatment areas), that inform individuals of their rights under EMTALA.

Formatted: Font: Not Bold

W. Stabilized ~~– With means, with~~ respect to an emergency medical condition, ~~that~~ no material deterioration of the condition is likely within reasonable medical

Formatted: Font: Not Bold

probability, to result from or occur during the transfer of the individual from the ~~DistrictKaweah Delta~~ or in the case of a woman in labor, that the woman delivered the child and the placenta. An individual will be deemed stabilized if the treating physician has determined, within reasonable clinical confidence, that the emergency medical condition has been resolved. As applied to labor, medical and psychiatric patients, stabilized means the following:

(1) **Women in Labor** ~~- The -~~ ~~Stabilization means the~~ delivery of the child and the placenta.

Formatted: Level 1

(2) **Individuals with Emergency Medical Conditions.**

(a) **Transfer** ~~- -~~ ~~Stabilization means that~~ ~~No-no~~ material deterioration of patient's condition is likely, within reasonable medical probability, to result from or occur during the transfer or discharge. An emergency medical condition is considered stabilized when the emergency medical condition is resolved.

Formatted: Level 1, Indent: Left: 1", First line: 0"

(b) **Discharge** ~~- -~~ ~~Stabilization means that~~ ~~+~~ the treating physician has determined, within reasonable clinical confidence, that the individual has reached the point where his or her continued care, including diagnostic work-up and/or treatment, may be reasonably performed on an outpatient basis or a later inpatient basis so long as the individual is given a plan for appropriate follow-up care with the discharge instructions.

Formatted: Level 1, Indent: Left: 1", First line: 0"

(3) **Psychiatric Conditions** ~~- -~~ ~~Stabilization means that the~~ ~~The~~ individual is protected and prevented from injuring himself/herself or others.

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Level 1, Indent: Left: 0.5", First line: 0"

Formatted: Font: Not Bold

X. **To Stabilize** ~~- With -~~ ~~means, with~~ respect to an emergency medical condition, to either provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from the Hospital or, in the case of a woman in labor, that the woman has delivered the child and the placenta.

Y. **Transfer** ~~- The -~~ ~~means the~~ movement (including the discharge) of an individual outside ~~the DistrictKaweah Delta~~ at the direction of any person employed by (or affiliated or associated, directly or indirectly, with) ~~the DistrictKaweah Delta~~, but does not include the movement of an individual who has been declared dead or who leaves the ~~DistrictKaweah Delta~~ against medical advice or without being seen.

Formatted: Font: Not Bold

Z. **Triage** ~~- A -~~ ~~means a~~ process to determine the order in which individuals will be provided a medical screening examination. For purposes of EMTALA, triage is not a medical screening examination and does not determine the presence or absence of an emergency medical condition in areas that are identified as emergency departments.

Formatted: Font: Not Bold

Attachment B

Kaweah Delta Health Care District

400 West Mineral King Ave. • Visalia, CA 93291-6263 • (559) 624-2000

TRANSFER SUMMARY

PATIENT NAME: _____ ENCOUNTER #: _____
 DATE OF TRANSFER: _____ RECEIVING FACILITY: _____
 TRANSFERRING PHYSICIAN: _____ RECEIVING PHYSICIAN: _____
 RECEIVING ADMINISTRATOR / AGENT AUTHORIZING TRANSFER & TIME: _____
 PRIMARY DIAGNOSIS: _____
 REASON(S) FOR TRANSFER: SPECIALIZED SERVICES REQUIRED PATIENT REQUEST

CHARGE NURSE SECTION
(must be completed prior to transfer)

- Physician Certification has been completed and signed. *(All Transfers)*
(Reason must be specific to this patient and transfer, such as requires specialty burn unit)
- Risks and benefits have been explained to the patient and documented in the patient's medical record. *(All Transfers)*
(Risks & Benefits must be specific to this patient and transfer)
- Physician's Authorization for Transfer has been completed and signed. *(All Transfers)*
- Patient Request for Transfer has been completed and signed. *(Every Patient Requested Transfer)*
- Patient Transfer Acknowledgment has been completed and signed. *(All Transfers except Patient Request)*
- Refusal of Transfer has been completed and signed when applicable. *(Every Transfer Refusal)*

TRANSPORTATION ARRANGEMENTS

Ground Transport Provider Name: _____
 Air Transport Provider Name: _____
 Other Time Contacted: _____ Transport Team briefed: YES NO
 OXYGEN: (canula/mask) _____ L/min **ADDITIONAL ORDERS:** _____
 IV Solution (specify) _____ @ _____ cc/min _____
 Vital Signs X _____ Enroute. (minimum one) _____
 PHYSICIAN SIGNATURE: _____, M.D.

Discharge Time:				Information Sent	Sent	N/A
Vital Signs:	Pulse	Resp.	Temp	Admission Face Sheet		
Charge Nurse Signature:				ER Medical Record		
				Nurses Notes & Vital Signs		
				X-rays		
				Lab Results		
Destination Arrival Time:				Prehospital Care Report		
Vital Signs:	Pulse	Resp.	Temp	Signed Physician's Certification form		
Accepting Nurse Signature:				Signed Pt. Acknowledgment Form		
				Signed Patient Request Form		
				Clothing/Valuables		



Attachment B

Kaweah Delta Health Care District
400 West Mineral King Ave. • Visalia, CA 93291-6263 • (559) 624-2000

**PATIENT TRANSFER REQUEST
& ACKNOWLEDGMENT**

PATIENT NAME: _____ ENCOUNTER #: _____
DATE OF TRANSFER: _____ RECEIVING FACILITY: _____
REASON(S) FOR TRANSFER: SPECIALIZED SERVICES REQUIRED PATIENT REQUEST

PATIENT TRANSFER REQUEST

This is to certify that I, (name of patient) _____, a patient who has received services at Kaweah Delta Hospital am being transferred at my or my legal representative's request. I acknowledge that I have been informed of the risks and consequences potentially involved in the transfer and the possible benefits of continuing treatments at this hospital, the alternatives, if any, to the transfer I am requesting, and the obligation of this hospital to provide further examination and treatment, within its available staff and facilities, as required to stabilize my medical condition. I hereby release the attending physician, any other physicians involved in my care, Kaweah Delta Hospital, and its agents and employees, from all responsibility for any ill effects which may result from the transfer or delay involved in the transfer. I hereby authorize Kaweah Delta Hospital to release any medical information regarding my recent care and treatment to the Receiving Facility.

I understand the risks and consequences potentially involved in this transfer request to be: _____

I have reviewed and understand the risks and consequences as defined on the Physician's Certification form.

I am requesting this transfer because: _____

- Personal Preference
- My Private M.D. Practices at Receiving Facility
- Other

Patient or Legal Representative Signature: _____ Time: _____ A.M./P.M.

If signed by other than patient, indicate relationship: _____

Witness Signature: _____

PATIENT TRANSFER ACKNOWLEDGMENT

I understand that I have a right to receive medical screening, examination, and evaluation by a physician, or other appropriate personnel, without regard to my ability to pay, prior to any transfer from Kaweah Delta Hospital and that I have a right to be informed of the reasons for any transfer. I acknowledge that I have received medical screening, examination, and evaluation by a physician, or other appropriate personnel, and have been informed of the reasons for my transfer. I hereby authorize Kaweah Delta Hospital to release any medical information regarding my recent care and treatment to the Receiving Facility.

Patient or Legal Representative Signature: _____ Time: _____ A.M./P.M.

If signed by other than patient, indicate relationship: _____

Witness Signature: _____

Should you have any complaints concerning the services you have received from Kaweah Delta Hospital, you may contact:

Mr. Lindsay Mann, CEO
Kaweah Delta Health Care District
400 W. Mineral King Ave.
Visalia, CA 93291
(559) 624-2000

California Department of Health Services
Licensing and Certification
7170 N. Financial Dr., Ste. 110
Fresno, CA 93720
(559) 437-1500

MEDICAL RECORD



Attachment B

Kaweah Delta Health Care District

400 West Mineral King Ave. • Visalia, CA 93291-6263 • (559) 924-2000

PHYSICIAN'S CERTIFICATION & AUTHORIZATION

I, (name of physician) _____, the undersigned physician, have examined and evaluated (name of patient) _____, Encounter #: _____.

Based on this examination, the information available to me at this time, and the reasonable risks and benefits to the patient, I have concluded for the reasons which follow that, as of the time of transfer, the medical benefits reasonably expected from the provision of treatment at another facility outweigh any increased risks to the patient and, if pregnant, to the patient's unborn child, from effecting the transfer. I believe, within reasonable medical probability, the transfer will not create a material deterioration in, or jeopardy to, the medical condition or expected chances for recovery of the patient or, if pregnant, of the patient's unborn child.

SUMMARIZE SPECIFIC MEDICAL REASON FOR TRANSFER (if not indicated below): _____

- Neurosurgical Intervention/care required
- Pediatric specialty services/intensive care required
- Burn Center care required (To Stabilize & Treat)
- Psychiatric care required
- Microsurgery/re-implantation services required
- Patient or legal representative request for transfer

SUMMARY OF **RISKS** EXPLAINED TO PATIENT (if not indicated below): _____

Check all **RISKS** that apply and have been explained to the patient:

- Airway: potential for obstruction or need for intubation
- Breathing: increased dyspnea to possible arrest
- Circulation: increased bleeding or loss of blood
- Seizure Activity
- Paralysis
- Loss of limb or life
- MVA
- Worsing of Condition

SUMMARY OF **BENEFITS** EXPLAINED TO PATIENT (if not indicated below): _____

Check all **BENEFITS** that apply and have been explained to the patient: (the availability of)

- Surgical specialty services: _____
- Pediatric Specialty services: trauma, ICCU, NICU
- Burn specialists
- Optimize potential

Physician Signature: _____

PHYSICIAN AUTHORIZATION FOR TRANSFER

- The patient's emergency medical condition has been **stabilized** such that within reasonable medical probability, no medical deterioration in the condition or expected chances of recovery of the patient are likely to result from or occur during transfer.
- The patient's emergency medical condition has **NOT** been **stabilized**. (Check A, B or C)
 - (A) The patient requests transfer. Complete "Patient Request for Transfer" form
 - (B) A legally-responsible person acting on the patient's behalf requests transfer. Complete "Patient Request for Transfer"
 - (C) Based on the reasonable risks and benefits to the patient, and based upon the information available at the time of patient's examination, the medical benefits reasonably expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks, if any, to the patient and, if pregnant, to the patient's unborn child from effecting the transfer. Document risks & benefits explained to patient and/or representative above. Physician's Certification above.

(Mode of Transportation & Personnel)

- EMT Unit
- Paramedic Unit
- Air Medical Transport
- Physician
- Registered Nurse / MICN
- Respiratory Therapist
- Others

Physician Signature: _____



MEDICAL RECORD

Attachment C

Kaweah Delta Health Care District

400 West Mineral King - Visalia, CA 93291-6263 559.624.2000

LEAVING HOSPITAL AGAINST MEDICAL ADVICE

Name of Hospital: _____

Patient's Name: _____

I am voluntarily leaving the hospital against the advice of Dr. _____
and a representative of the hospital administration.

I have been told by the doctor about the risks and consequences involved in leaving the hospital
at this time, the benefits of continued treatment and hospitalization, and the alternatives, if any,
to continued treatment and hospitalization.

I hereby release the doctor, any other doctors involved in my care, the hospital and its employees
and agents from all responsibility for any injury or ill effects which may result from this action.

I understand that the doctor named above and other doctors who provide services to me are
not employees or agents of the hospital. They are independent medical practitioners.

Date: _____ Time: _____ A.M./P.M.

Signature: _____
(patient/parent/conservator/guardian)

If signed by other than patient, indicate relationship: _____

Witness: _____

I declare that I have personally explained to the patient the risk and consequences involved in
leaving the hospital at this time, the benefits of continued treatment and hospitalization, and the
alternatives, if any, to continued treatment and hospitalization.

Remarks: _____

Date: _____ Time: _____ A.M./P.M.

Signature: _____
(physician)

Original: Medical Records
Copy to: Patient

Reviewed 7/99
Revised 10/06

Leaving Hospital Against
Medical Advice
PAGE 1 of 1



"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

approval



Policy Number: AP112	Date Created: No Date Set
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Advanced Directives	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

PURPOSE: To describe the process Kaweah Delta Health Care District(KDHCD) staff utilize to promote, honor, and respect KDHCD patients’ health care decisions; to assist patients in making their health care decisions known in accordance with the Patient Self Determination Act.

POLICY: Kaweah Delta Health Care District honors the patient’s advance health care directives in inpatient and outpatient areas as they are made known to the organization. Patients admitted to the hospital inpatient units, skilled nursing units, Home Health, Hospice, Private Home Care, Same Day Surgery, Observation Patients, Sequoia Regional Cancer Center (SRCC) or the Emergency Department (ED) will be asked if they have executed an Advance Directive designating their health care wishes and/or health care decision maker.

Any patients desiring to formulate an Advance Directive with the capacity to do so will be assisted by being given a choice of an approved Advance Directive form.

KDHCD provides education to the Community about Advanced Directives. Under California law patients can designate a decision-maker to speak for them even when they are still able to speak for themselves.

Same sex partners can speak for their significant other if they have registered their relationship with the California Secretary of State.

In accordance with federal regulations, patients/families that have complaints concerning the Advance Directive requirements may make a complaint to the state Department of Health Services.

Hospital staff may not sign as a witness on Advanced Directives for KDHCD patients.

Patient’s health care decisions will be honored and respected except in the following circumstances:

For patient's undergoing surgical procedures the presumption is that resuscitation will be done unless prior to the procedure the patient and/or surrogate decision maker for the patient in discussion with the surgeon agree that the patient's wishes for no resuscitation will be respected during surgery. In an emergency situation the presumption will be that reasonable attempts will be made to resuscitate a patient during surgery.

State of California Laws covering Advance Directives does not authorize or require a health care provider or health care institution to provide health care contrary to generally accepted health standards. California Probate Code section 4734 (b).

DEFINITION: *Advance Directive (AD)* – A written document describing a patient's medical treatment decisions and end of life decisions and or designation of a surrogate decision-maker for health care decisions. It is also known as Advanced Health Care Directive, previously known as a Durable Power of Attorney for Health Care Decisions or Living Will.

Agent - means an individual designated in an Advance Directive to make a health care decision for a patient. An agent may include a successor or alternate agent. (California Probate Code Section 4607).

Capacity – means a person's ability to understand the nature and consequences of a decision and to make and communicate a decision, and includes in the case of proposed health care, the ability to understand its significant benefits, risks and alternatives. (California Probate Code Section 4609)

Health care decision – means a decision made by a patient or the patient's agent, conservator, or surrogate, regarding the patient's health care, including the following: 1) selection and discharge of health care providers and institutions; 2) approval or disapproval of diagnostic tests, surgical procedures, and programs of medication; 3) directions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of health care, including cardiopulmonary resuscitation. (California Probate Code Section 4617)

PROCEDURE:

- I. Upon admission to KDHCID inpatient units, skilled nursing units, SRCC or the ED, all patients will be asked if they have an Advanced Directive or desire more information about Advance Directives.
 - A. If a patient at admission states "Yes" they have an Advance Directive, the following will be done:
 1. The Patient Access Registrar will enter "Yes" in the District's information system. This information will appear on the face sheet in the bottom right hand corner. It will also be stored in the information system for subsequent visits. The electronic medical

record will be checked by the Patient Access Registrar to see if a copy of the Advance Directive is on file.

2. If the medical record does not include a copy of the Advance Directive, the patient/family will be asked to provide a copy of the Advance Directive for inclusion in the medical record and to guide care during the admission.
 3. If an Advance Directive is in the medical record, the patient/agent/family will be asked if any changes have been made. If changes have been made to the Advance Directive a written copy of the changes will be requested to update the Medical Record. If verbal changes are given directly to a health care provider, that provider will note the patient's current desires in the medical record.
 4. The copy of the current or updated Advance Directive will be placed on the current chart and then scanned in to the medical record under "Consents".
 - a) If there is an updated Advance Health Care Directive that will be replacing an existing one in the Medical Record, the old one will be removed by Patient Access and it will be replaced/scanned with the current/updated one.
- B. If a patient at Admission states "Yes" they have an Advance Directive but a copy is not readily available, then the following will be done:
1. The Patient Access Registrar will enter "Yes" in the hospital information system.
 2. The Patient Access Registrar will enter a "No", in the second portion of the Advance Directive section of the face sheet, indicating a copy of the Advance Directive has not been provided by the patient or family.
- C. If a patient has not executed an Advanced Directive, the Patient Access Registrar will enter "No" in the District's information system. Then "No" will print on the bottom right corner of the face-sheet.
1. If the patient requests more information or desires to complete an Advance Directive, then a form will be provided to the patient. (Printed for the patient off the intra-net under Manuals and Resources or from current copies available in the main Admitting office.)
 2. If the patient has questions about Advance Directives or about completing the Advance Directive form, Patient and Family Services will be contacted.

3. Patient and Family Services will assist the patient with completion of Advance Directives and facilitating the placement on the current chart and notifying Patient Access to scan the Advance Health Care Directive in the electronic Medical Record.
 4. Hospital staff may not sign as a witness on Advance Directives for patients.
- II. As part of the Admission process to a Nursing Unit, an Admission Data Base is completed by the RN.
- A. Included in the Admission Data Base are three questions for the Nurse to ask each patient/family/surrogate decision maker. They are:
 1. Executed Advance Directive Yes/No/Unable to Determine
 - a. Unable to Determine will trigger a referral to PFS
 2. Interested in making Advance Directive Yes/No
 - a) Yes will trigger a referral to PFS.
 3. Advanced Directive in patient's medical record: Yes/No/Unknown
 - a) No or Unknown will trigger to PFS
 4. Who would speak for you during this hospitalization should you be unable to speak for yourself.
 - B. This information is to alert staff about the existence of an Advance Directive and whether a copy is on the chart. Patient and Family Services will be requested to assist.
 - C. If there is a discrepancy between what the patient tells the nurse and what is documented in the Advance Directive, clarification will be sought. However, the District must honor the documented Advance Directive designation until such time the patient revises the existing, or executes a new Advance Directive. Patient and Family Services will be requested to assist
 - D. Patient and Family Services will assist the patient with completion of Advance Directives.

1. Upon receiving a referral to assist with Advance Health Care Directive, Patient and Family Services will respond within 24 hours.
2. The patient's Advance Directive will be communicated to the patient's RN by the staff member who initially places (or facilitates the placement) of the Advance Directive document on the patient's chart.
3. The RN will be responsible for communicating the contents of the Advance Directive to the patient's physician as well as communicating any changes/updates when indicated.
4. Patient and Family Services staff will assist in clarifying, confirming and/or facilitating communication regarding the information as needed.

III. Patients in Maternal Child Health; Mother Baby Unit

Procedures are the same with the following exception; nurse will manually place order for PFS referral to follow to assist patient with completion of Advance Directives.

IV. Patients in Distinct Part SNF Units

Procedures are the same with the following exception regarding the witnessing of an Advance Directive: If an individual executes the Advance Directive during hospitalization in a distinct part SNF, one of the witnesses must be a patient advocate or ombudsman as designated by the State Department of Aging, whose declaration must state that the person is serving as a witness as required by subdivision (f) of Civil Code Section 2432.

The patient in a Distinct Part Skilled Nursing Facility may have his Advance Directive notarized. In such case, the patient advocate or ombudsman must sign in addition to the notarization.

V. Home Care (Home Health, Hospice, Private Home Care)

Upon admission to KDHCD, Home Health, Hospice and Private Home Care patients will be asked if they have an Advanced Directive or desire more information about Advance Directives. All clinical staff are personally responsible for knowing the patient's current code status and advanced directive information prior to making a home visit.

- A. If a patient at admission states "Yes" they have an Advance Directive, the following will be done:
 1. The admitting clinician as defined as the RN or Physical Therapist/Speech Therapist will enter "Yes" in the service line's information system. The District's electronic medical record will be checked to see if a copy of the Advance Directive is on file. If a

copy of the Advance Directive is available in the District's electronic medical record, the intake and/or admitting staff member will print a copy for the service line's medical record.

2. If the District's electronic medical record does not include a copy of the Advance Directive, the patient/family will be asked to provide a copy of the Advance Directive for inclusion in the medical record and to guide care during the admission.
 3. If an Advance Directive is in the District's electronic medical record, the patient/agent/family will be asked if any changes have been made. If changes have been made to the Advance Directive a written copy of the changes will be requested to update the Medical Record. If verbal changes are given directly to a health care provider, that provider will note the patient's current desires in the medical record
 4. The copy of the current or updated Advance Directive will be scanned or entered into the District and service line specific medical record.
- B. If a patient at Admission states "Yes" they have an Advance Directive but a copy is not readily available, the following will be done:
1. The admitting clinician will enter "Yes" in the hospital information system.
 2. The Admitting RN or Speech Therapist/Speech Therapist will ask the patient/family to provide a copy at their earliest convenience.
 3. The Admitting Nurse or Physical Therapist/Speech Therapist for Home Health and Admitting Nurse Hospice will make a referral to the MSW for follow up regarding the Advance Directive.
- C. If a patient has not executed an Advanced Directive, the admitting clinician will enter "No" in the District's information system.
1. If the patient requests more information or desires to complete an Advance Directive, then a form will be provided to the patient. (Printed for the patient off the intra-net under Manuals and Resources or from current copies available in the office.)
 2. Admitting RN or Physical Therapist/Speech Therapist for Home Health and the admitting RN for Hospice will make a referral to the MSW for follow up regarding completion of the Advance Directive.
 3. If the patient has questions about Advance Directives or about completing the Advance Directive form, the MSW will be contacted.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

approval

Policy Number: AP139	Date Created: 09/14/2007
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Suspected Illegal Substances	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

POLICY: The District is entrusted with the responsibility of providing quality health care and a safe, healthy and efficient working environment. This policy is intended to provide guidance on how to respond if suspected illegal substance is discovered in the premises based on state and federal laws.

If District staff members **accidentally** find any unusual substances which they suspect might be illegal drugs, staff are to notify ~~his/her~~their manager, District Security, and Risk Management immediately.

Formatted: Indent: First line: 0"

District staff **cannot** search a patient's room or belongings to look for illegal substances, even if he/she may suspect the patient has an illegal substance in his/her possession.

Marijuana is treated no differently than any other illegal substance based on the federal government's definition of controlled substances. ~~An exception may apply, except in In a situation where the case of a patient has with a prescription for medical use of marijuana, the case needs to be escalated to the Risk Management Department who will be responsible to coordinate with the appropriate stakeholders for further evaluation. in the state of California.~~

If District staff suspect a patient may be receiving illegal substances brought in by family or visitors, it is appropriate to restrict visitation and to require a District staff member, e.g., Security staff, be present during visitation.

This policy applies to all District areas **except** Mental Health which maintains its own policy and procedure.

DEFINITIONS:

1. Controlled Substance- The federal government defines a controlled substance as any of the substances listed in the schedules of the Controlled Substances Act of 1970 (CSA). The schedules are broken down into five categories:

- Schedule I – These substances have no accepted medical use, are unsafe, and hold a high potential for abuse. Examples include heroin, LSD, marijuana, peyote, and ecstasy.
 - Schedule II – These narcotics and stimulants have a high potential for abuse and engender severe psychological or physical dependence. Examples include Dilaudid, methadone, Demerol, OxyContin, Percocet, morphine, opium, codeine, amphetamine (Dexedrine, Adderall), and methamphetamine
 - Schedule III – These are substances that have less potential for abuse but can still lead to moderate or low physical dependence and high psychological dependence. They include Vicodin, Tylenol/Codeine, Suboxone, ketamine, and anabolic steroids.
 - Schedule IV – These substances have a lower potential for abuse than Schedule III drugs, and include Xanax, Soma, Klonopin, Valium, Ativan, Versed, Restoril, and Halcion.
 - Schedule V – These are primarily preparations that contain limited quantities of narcotics, including cough syrups that contain codeine.
2. Illegal Substance- Illegal drugs are substances, which an individual, by law, is not allowed to possess, use or distribute.

PROCEDURE:

Kaweah Delta Main Campus (Visalia)

- I. District staff will notify Security immediately if within the course of their work they accidentally find an unusual substance they suspect might be illegal drugs.
 - A. Staff will provide the substance to Security staff.
 - B. Security will notify the Visalia Police Department (VPD). (See section I,E in the management of marijuana).
 - C. Security will provide the substance to the VPD upon their arrival.
 1. The **VPD will take possession** of the illegal substance and process it per VPD policy.
 2. The VPD **may** write a crime report, recommend a complaint be filed by the District Attorney's office, and/or arrest the person from which the illegal substance was obtained.
 - D. Security will prepare a Security Department Incident Report and forward to Risk Management.
 - E. Cases involving patients in possession of medicinal marijuana will be handled as property
 1. The patient will be advised to make arrangement to have the marijuana be taken home. If not feasible, the Security Department will be contacted for an alternative storage.
 2. The Security Department will collect the property and store it in the security department property safe until the patient is discharged. The same procedure will be followed when storing patient valuables. Security will store the medicinal marijuana in a security property bag and will issue the property bag receipt to the patient. In cases where the patient

Formatted: Indent: Left: 1", Tab stops: 1.25", List tab + Not at 1.31"

Formatted: Indent: Left: 1", Tab stops: 1.25", List tab + Not at 1"

is not conscious, the property receipt will be issued to the patient's nurse.

D.

Formatted: Indent: Left: 1.31", No bullets or numbering

- II. District staff will complete an Occurrence Report. Substances should be described factually as they appear without making assumptions, e.g. a white, powdery substance should be documented as such.
- III. District staff will notify Risk Management by telephone.

Outlying Kaweah Delta Campuses

- I. When District Staff find what they suspect to be illegal drugs, they will notify the city/town police department assigned to their area.
 - A. Staff may take possession of suspected illegal drug(s) if safe to do so.
 - B. Staff will provide the substance to the local police and/or direct the police to the person in possession of the suspected illegal substance.
 1. The **police will take possession** of the illegal substance and process it per police department policy.
 2. The police **may** write a crime report, recommend a complaint be filed by the District Attorney's office, and/or arrest the person from which the illegal substance was obtained.
- II. District staff will complete an Occurrence Report. Substances should be described factually as they appear without making assumptions, e.g. a white, powdery substance should be documented as such.
- III. District staff will notify Risk Management by telephone.

RESOURCES:

<https://www.deadiversion.usdoj.gov/21cfr/21usc/index.html>. Title 21 United States Code (USC) Controlled Substances Act

<http://criminal.findlaw.com/criminal-charges/what-is-a-controlled-substance.html>

Formatted: Indent: Left: 0", First line: 0"

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

Quality Council Committee Meeting

Thursday, January 9, 2020 / 7:00AM

Kaweah Delta Medical Center – Executive Conference Room

PRESENT: Herb Hawkins, Chair, David Francis, Board Member; Monica Manga, MD, Professional Staff Quality Committee Chair; Regina Sawyer, RN, VP & CNO; Sandy Volchko, Director of Quality and Patient Safety; Dr. Thomas Gray, Medical Director of Performance Improvement; Evelyn McEntire, RN, Director of Risk Management; Ben Cripps, Compliance Officer; and Rosie Gonzalez, Recording.

GUESTS: Thomas Siminski, Director of Emergency Department; Lisa Harrold, Director of Rehab and Skilled Services; Shawn Elkin, Infection Prevention Manager; Jon Knudsen, Director of Critical Care Services; Keri Noeske, Director of Care Management,

ABSENT: Gary Herbst, CEO; Byron Mendenhall, M.D. Chief of Staff; Daniel Hightower, M.D. Secretary/Treasurer; Harry Lively, M.D., Past Chief of Staff; Lori Winston, M.D. DIO;

Call to order – 7:00 a.m.

Written Quality Reports

- **Rapid Response Team Quality Report**
- **Stroke Quality Report**
- **Acute Rehabilitation Hospital Quality Report**

Emergency Department Performance – *Kona Seng, DO, Medical Director of Emergency Services, and Tom Siminski, RN Director of Emergency Services*

- Presentation was reviewed.
- There have been continued improvements.
- Uptake on Length of Stay.
- Patient Satisfaction scores are doing much better.
- Census seems to be increasing this month; due to flu related and other items as well.
- Expansion of ED waiting area has helped a lot with the census increasing.
- Starting Monday (and each Monday), ED will be up staffing and extend hours for Zone 6. This is due to data which indicates that Monday's increased volume in ED leads to bottle necks later on in the week.

Update: Fiscal Year 2020 Clinical Quality Goals – *Sandy Volchko, RN, Director of Quality and Patient Safety*

- Dr. Gray reported on Sepsis
- Shawn Elkin reported on MRSA, CAUTI & CLABSI
- Malinda Tupper & Keri Noeske reported on Opportunity LOS
- Kaizen Projects discussed – CAUTI will be on 1/20 – 1/22/2020 and CLABSI event will be on 2/3, 2/4 & 2/6/2020. These will be focused improvement events. Herb Hawkins would to attend the Kaizen Leadership meeting.
- Discussed Multidisciplinary Grand Rounds happening on 4/21/2020.

- Discussed e-calc capability on Cerner – Sandy to look into this.

Annual Review of the Effectiveness of the Quality and Patient Safety Plans – *Sandy Volchko, RN, Director of Quality and Patient Safety; Tom Gray, M.D., Medical Director of Quality and Patient Safety*

- Sandy reviewed the 2019 Annual Quality & Patient Safety Plan
- Moving forward, the ED Dashboard will only report on a quarterly basis.

Adjourn – 8:22 a.m.

Herb Hawkins, Committee Chair & Board Member

COMMITTEE MINUTES WERE APPROVED FOR DISTRIBUTION TO THE BOARD BY THE COMMITTEE CHAIR ON

DRAFT

RESOLUTION 2069

WHEREAS, a claim on behalf of Thyssenkrupp Elevator Corporation has been presented on December 20, 2019 to the Board of Directors of the Kaweah Delta Health Care District,

IT IS HEREBY RESOLVED AS FOLLOWS:

1. The aforementioned claim is hereby rejected.
2. In accordance with Government Code Section 913, the Secretary of the Board of Directors is hereby directed to give notice of rejection of said claim to Christopher T. Olsen, Esq. and Mark Brueggemann, Esq., Olsen & Brueggemann, APC, in the following form:

"Notice is hereby given that the claim which you presented to the Board of Directors of the Kaweah Delta Health Care District on December 20, 2019, was rejected by the Board of Directors on January 29, 2020."

WARNING

"Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately."

PASSED AND ADOPTED by unanimous vote of those present at a regular meeting of the Board of Directors of the Kaweah Delta Health Care District on January 29, 2020.

President, Kaweah Delta Health Care District

ATTEST:

Secretary/Treasurer, Kaweah Delta Health
Care District and of the Board of
Directors thereof

/cm

January 29, 2020

Christopher T. Olsen, Esq.
Mark Brueggemann, Esq.
Olsen & Brueggemann, APC
2150 Park Place, #100
El Segundo, CA 90245

RE: Claim of Thyssenkrupp Elevator Corporation vs. Kaweah Delta Health Care District

Notice is hereby given that the claim, which you presented to the Board of Directors of the Kaweah Delta Health Care District on December 20, 2019, was rejected on its merits by the Board of Directors on January 29, 2020.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

David Francis
Secretary/Treasurer, Board of Directors

cc: Dennis Lynch, Attorney at Law

Privileges in Cardiovascular Medicine

Name: _____

Please Print

CARDIOVASCULAR DISEASE PRIVILEGES					
<p>Education & Training: M.D. or D.O. and Successful completion of an ACGME or AOA-accredited fellowship in cardiovascular disease. AND Current certification or active participation in the examination process leading to certification within the timeframe determined by the certifying board in Cardiovascular Disease by the American Board of Internal Medicine or the American Osteopathic Board of Internal Medicine (unless waived under Medical Staff Bylaws prior to 2016)</p> <p>Current Clinical Competence: Documentation of having cared for a minimum of 100 cardiology patients within the past 2 years of a broad cross-section of procedures corresponding to the privileges being requested.</p> <p>Renewal Criteria: Maintenance of Board Certification in cardiovascular disease and minimum of 10 cases required in the past two years</p> <p>FPPE Requirement: Minimum of 5 chart reviews</p>					
Request	Cardiology Medicine Core Privileges				Approve
<input type="checkbox"/>	Evaluate, diagnose, consult, treat, perform history and physical exam, and provide treatment of adolescent and adult patients presenting with diseases of the heart, lungs, and blood vessels and management of complex cardiac conditions. Cardiologists may provide care to patients in the intensive care setting in conformance with unit policies, and may assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. The core privileges include the following procedures list and such other procedures that are extensions of the same techniques and skills: <ul style="list-style-type: none"> • Ambulatory electrocardiology monitor interpretation; • Cardioversion, electrical and elective; • EKG interpretation; • Imaging studies and interpretation – including chest radiograph, tilt testing, ECG and ECG recordings; • Infusion and management of Gp IIb/IIIa, thrombolytic, and antithrombolytic agents; • Insertion and management of central venous catheters, pulmonary artery catheters, and arterial lines; • Noninvasive hemodynamic monitoring; • Pericardiocentesis; • Stress echocardiography (exercise and pharmacologic stress); Tilt table testing; • Transcutaneous external pacemaker placement; • Transthoracic 2-D echocardiography, Doppler and color flow; • Temporary trans-venous pacemaker placement 				<input type="checkbox"/>
<input type="checkbox"/>	Admitting Privileges (must request Active or Courtesy staff status)				<input type="checkbox"/>
Cardiovascular Disease Advanced Privileges					
Request	Procedure	Initial Criteria	Renewal Criteria	FPPE Requirement	Approve
<input type="checkbox"/>	Cardiac Assist Devices (i.e., Impella), insertion and management	Documentation of training OR Completion of 5 procedures using device in the last 2 years	A minimum of 3 procedures in the last 2 years.	Direct observation of the first 2 cases	<input type="checkbox"/>
<input type="checkbox"/>	Cardiac Angiography: Includes abdominal aorta; coronary angiogram; left ventricu-ology (including vein and arterial grafts and LIMA) <u>Subclavian, Axillary, Brachial (not by axillary approach) common external iliac; common femoral, superficial femoral</u>	Documentation of training and a minimum of 50 procedures in the last two years.	A minimum of 50 procedures in the last 2 years.	Direct observation of the first 2 cases	<input type="checkbox"/>
<input type="checkbox"/>	Carotid angiography * - includes: Common Carotid, Vertebral aa (diagnostic only) Internal Carotid (diagnostic only) <i>Prerequisite: Peripheral Angiography</i>	Completion of Cardiovascular Disease fellowship in the last 12 months OR 30 diagnostic carotid angiograms (at least 15 as primary) in the last 2 years	25 Diagnostic carotid angiograms in the last 2 years	Direct observation of the first 3 cases	<input type="checkbox"/>
<input type="checkbox"/>	Mgmt of uncomplicated mechanical ventilator for up to 48°	5 ventilator cases within the previous 2 years or completion of an airway management course	5 ventilator cases in the last 2 years or completion of airway management course	Direct observation of the first case	<input type="checkbox"/>
<input type="checkbox"/>	Permanent Pacemaker/ Implantable Cardiovertor Defibrillator (ICD) Placement and removal	A minimum of 15 procedures as primary operator in the last 2 years.	A minimum of 10 Pacemaker and/or AICD procedures in the last 2 years	Direct observation of the first 2 cases	<input type="checkbox"/>
<input type="checkbox"/>	Peripheral Angiography - Includes: <u>Subclavian, Axillary, Brachial (not by axillary approach) common external iliac; femoropopliteal; Infrapopliteal; Selective Renals</u>	Completion of Cardiovascular Disease fellowship in the last 12 months OR Documentation of 100 diagnostic angiograms (at least 50 as primary) in the last 2 years.	25 Diagnostic angiograms in the last 2 years	Direct observation of the first 3 cases	<input type="checkbox"/>

	<i>Prerequisite: Fluoroscopy</i>				
<input type="checkbox"/>	Percutaneous Intra-aortic balloon placement and monitoring	Completion of Cardiovascular Disease fellowship in the last 12 months OR Certificate of training AND Completion of 5 procedures using device in the last 2 years	A minimum of 3 procedures in the last 2 years.	Direct observation of the first 2 cases	<input type="checkbox"/>
<input type="checkbox"/>	Trans-Esophageal Echocardiography (TEE)	Training in residency in the last 12 months; Documentation of 50 category 1 CME hrs in the last 12 months OR Documentation of having passed the ASE exam AND case list of 20 procedures performed during the past 24 months	10 cases in the last 2 years	Direct Observation of the first 3 cases and 5 over-reads	<input type="checkbox"/>

INTERVENTIONAL CARDIOLOGY PRIVILEGES
Initial Criteria

Education & Training: MD or DO; Completion of an ACGME or AOA accredited training program in interventional cardiology or equivalent practice experience if training occurred prior to 2003 & hold a subspecialty certification in interventional cardiology by the ABIM or AOBIM; AND Certificate of training for newly developed cardiac assist devices.

Current Competence: ~~150-100~~ percutaneous intervention procedures in the last 2 years or successful completion of an ACGME or AOA residency or clinical fellowship within the past 12 months.

Renewal Criteria: Maintenance of Board Certification in interventional cardiology and ~~150-100~~ 60 percutaneous intervention procedures in the last 2 years

FPPE Requirement: Retrospective chart review of 5 diverse admissions.

Request	Interventional Cardiology Core Privileges	Approve
<input type="checkbox"/>	Evaluate, provide an H&P, treat and provide consultation to adolescent and adult patients by use of specialized imaging and other diagnostic techniques to evaluate blood flow and pressure in the coronary arteries and chambers of the heart, as well as technical procedures, including the following procedure list and such other procedures that are extensions of the same techniques and skills: <ul style="list-style-type: none"> • Cardiac Assist Devices, insertion and management • Endomyocardial biopsy • Femoral, brachial, or radial axillary cannulation for diagnostic angiography or percutaneous coronary intervention • Interpretation of coronary arteriograms, ventriculography, and hemodynamics • Intracoronary foreign body retrieval • Intracoronary infusion of pharmacological agents, including thrombolytics • Intracoronary mechanical thrombectomy • Intracoronary stents • Intravascular ultrasound of coronaries • Management of mechanical complications of percutaneous intervention • Performance of balloon angioplasty, stents and other commonly used interventional devices • Percutaneous transluminal septal myocardial ablation • Use of intracoronary Doppler and flow wire • Use of vasoactive agents for pericardial and microvascular spasm 	<input type="checkbox"/>
<input type="checkbox"/>	Admitting Privileges (must request Active or Courtesy staff status)	<input type="checkbox"/>

Interventional Cardiology Advanced Privileges

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Peripheral Vascular Interventions (peripheral balloon, stent placement and atherectomy). Includes: Abdominal Aorta; Use of approved atherectomy device; Femoropopliteal Subclavian, Axillary, Brachial (not by axillary approach) Infrapopliteal Renals <i>Prerequisite: Peripheral Angiography</i>	Completion of Interventional Cardiology fellowship in the last 12 months OR, if trained before 1995, must have performed at least 50 peripheral balloon angioplasties (25 as primary operator within the last 2 years.	25 balloon angioplasties and/or stent placements in the last 2 years	Direct observation of the first 3 cases (at least 2 at KDHCD)	<input type="checkbox"/>
<input type="checkbox"/>	Percutaneous PFO/ASD Closure	Completion of Interventional Cardiology fellowship in the last 12 months and/or 10 procedures in the last 2 years	20 procedures in the last 2 years.	Direct observation of the first 2 cases	<input type="checkbox"/>
<input type="checkbox"/>	Balloon Valvuloplasty	Completion of Interventional	2 procedures in the	Direct	<input type="checkbox"/>

		Cardiology Fellowship in the last 12 months OR Documentation of training AND at least 5 cases in the last two years.	last two years.	observation of the first 2 cases as primary operator	
<input type="checkbox"/>	Transcatheter embolization or occlusion (PFO) includes: <ul style="list-style-type: none"> Atrial septal defect/patent foramen ovale Ventricular septal defect Patent ductus arteriosus Left atrial appendage 	Completion of Interventional Cardiology Fellowship in the last 12 months OR Documentation of training and at least 2 procedures within the past two years for each procedure	3 procedures in the last two years.	Direct observation of the first 2 cases	<input type="checkbox"/>
<input type="checkbox"/>	Carotid Interventions (Includes: carotid stenting and angiography)	Completion of Interventional Cardiology fellowship in the last 12 months OR documentation of 30 Cervico-cerebral angiograms (15 as primary) & 25 carotid stent procedures (13 as primary) & completion of FDA training program in device used in carotid artery stenting procedures.	10 procedures in the last two years.	Direct observation of the first 3 cases	<input type="checkbox"/>
<input type="checkbox"/>	Transcatheter Cardiac Valve Implantation and/or Repair (TAVR)	Board certified or board eligible for certification in Interventional Cardiology AND Documentation of training by letter from Director of Training Program OR completion of a FDA Approved certification course AND Documentation of 100 career structural heart procedures OR 30 left-sided structural procedures per year of which 60% should be balloon aortic valvuloplasty (BAV)/TAVR.	10 procedures in the last two years as primary physician or first assistant.	Direct observation of the first 3 cases as primary operator	<input type="checkbox"/>

CLINICAL CARDIAC ELECTROPHYSIOLOGY PRIVILEGES

Initial Training Criteria: Completion of an ACGME or AOA accredited training program in CCEP OR EQUIVALENT PRACTICE EXPERIENCE /Training if training occurred prior to 1998, and/or current subspecialty certification or active participation in the examination process leading to certification within the timeframe determined by the certifying board in CCEP by the ABIM or completion of a CAQ in CCEP by the AOBIM.

Current Clinical Competence: Documentation of a minimum of 100 procedures in the last 2 years.

Renewal Criteria: Maintenance of subspecialty certification or active participation in the examination process leading to certification within timeframe determined by the certifying board in CCEP by the ABIM or completion of a CAQ in CCEP by the AOBIM AND A minimum of 50 procedures in the last two years.

FPPE: Direct observation of 1 device implantation and 1 EP/ablation And 5 retrospective chart reviews

Request	Clinical Cardiac Electrophysiology Core Privileges	Approve
<input type="checkbox"/>	Core privileges include evaluate, provide H&P, treat, and provide consultation to acute and chronically ill adolescent and adult patients with heart rhythm disorders, including the performance of invasive diagnostic and therapeutic cardiac electrophysiology procedures; including the following procedures and other procedures that are extensions of the same techniques and skills: <ul style="list-style-type: none"> Atrial appendage occlusion device implantation Intracardiac echo Transseptal catheterization Implantation and removal of defibrillators and pacemakers Venous angioplasty Interpretation of activation sequence mapping recordings, Therapeutic catheter ablation procedures, including: Supraventricular tachycardia; Atrial Fibrillation requiring transseptal puncture; Ventricular Tachycardia) Electrophysiologic studies +- ablation for SVT including endocardial electrogram recording Imaging studies including chest radiograph, tilt testing, ECGs and ECG recordings (all) 	<input type="checkbox"/>
<input type="checkbox"/>	Admitting Privileges (must request Active or Courtesy staff status)	<input type="checkbox"/>

Clinical Cardiac Electrophysiology Advanced Privileges

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Implantation of Bi-ventricular devices that include a CS lead	A minimum of 15 procedures as primary operator in the last 2 years.	A minimum of 10 BiV cases in the last 2 years	Direct observation of the first case	<input type="checkbox"/>

ADDITIONAL PRIVILEGES					
Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Outpatient Services at a Kaweah Delta Health Care District Rural Health or 1206(d) Clinic. Privileges include pre/post surgical care and disease management. Please identify location: ___ Dinuba ___ Exeter ___ Lindsay ___ Woodlake ___ Family Medicine Clinic ___ Chronic Disease Management Center ___ Sequoia Cardiology Clinic	Executed contract with Kaweah Delta Health Care District or KDHCD ACGME Family Medicine Program	Maintain initial criteria	None	<input type="checkbox"/>
<input type="checkbox"/>	Admit, treat, or provide follow-up care for inpatients ages 14 years or younger. (excluding patients 6 months or ASA > 3)	Board Certification in Pediatric Medicine or Pediatric Cardiology	Minimum of 20 cases required in the past two years	3 Chart Reviews	<input type="checkbox"/>
<input type="checkbox"/>	Administration of Procedural Sedation	Successful completion of KDHCD sedation exam	Successful completion of KDHCD sedation exam	None	<input type="checkbox"/>
<input type="checkbox"/>	Fluoroscopy and/or supervision of a technologist using fluoroscopy equipment	Current and valid CA Fluoroscopy supervisor and Operator Permit or a CA Radiology Supervisor and Operator Permit	Current and valid CA Fluoroscopy supervisor and Operator Permit or a CA Radiology Supervisor and Operator Permit	None	<input type="checkbox"/>

Acknowledgment of Practitioner:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise and; I understand that:

- (a) In exercising any clinical privileges granted, I am constrained by any Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
- (b) **Emergency Privileges** – In case of an emergency, any member of the medical staff, to the degree permitted by his/her license and regardless of department, staff status, or privileges, shall be permitted to do everything reasonably possible to save the life of a patient from serious harm.

 Name: _____
Print

Date

Applicant Signature

Date

Department of Cardiovascular Services Chair Signature

Date

Name: _____
Please Print Date

Privileges in Outpatient Medicine (Sequoia Health & Wellness Clinic)

Privileges requested for the following location(s):

Outpatient Facilities – ~~Includes all outpatient Clinics/Centers under the licensure of Kaweah Delta Health Care District, Sequoia Health & Wellness Clinic:~~

Please specify location:

~~— Dinuba — Exeter — Lindsay — Woodlake — Family Medicine Clinic — Chronic Disease Management Center~~
~~— Visalia Dialysis Clinic — Wound Care Center — Urgent Care - Court — Urgent Care - Demaree~~

*** I am Board Certified or Board Eligible in:**

Emergency Medicine Family Medicine Internal Medicine Pediatrics Surgery Other _____

SEQUOIA HEALTH & WELLNESS OUTPATIENT MEDICINE - INITIAL CRITERIA

Education: M.D. or D.O. and Successful completion of an ACGME or AOA-accredited residency or fellowship in the appropriate specialty or sub-specialty (Family or Internal Medicine; OB/GYN; Pediatrics; Surgery; Emergency Medicine) **AND** Current certification in, or active participation in, the examination process leading to Board Certification in the appropriate specialty or sub-specialty.

OR

Physicians licensed in California and enrolled in the 3rd or last year of an ACGME accredited Residency Program can apply for privileges to work under the indirect supervision of a Board Certified physician. *(PGY3 or above may not moonlight at sites that are part of their training rotation, or supervise other learners)*

Current Initial Clinical Criteria: Documentation of management of 100 outpatients as the attending physician in the past two year.

FPPE Requirement: Six (6) retrospective chart reviews reflective of privileges granted.

Renewal Criteria: Maintain current certification in, or active participation in, the examination process leading to Board Certification in the appropriate specialty (unless privileged prior to 2016); AND a minimum of 50 patient contacts in the last two years.

NOTE: ~~Outpatient Clinics~~ Requires an executed contract with Kaweah Delta Health Care District **and approval from Sequoia Health & Wellness Chief Medical Officer**

Request	ADULT PRIVILEGES	Approve
<input type="checkbox"/>	<p>Privileges include: Assess, evaluate, diagnose, perform Medical Screening Exam (MSE), and provide initial treatment and management for non-surgical adult patients (>18 years) presenting with any symptom, illness, minor injury or condition (typically low acuity) involving the following systems: Allergy/Immunology; Cardiovascular; Dermatology; Endocrine; Gastrointestinal; Genitourinary; Nephrology; Rheumatology; Hematology/Oncology; Infections; Musculoskeletal; Neuropsychiatric; Pulmonary and Sleep Disorders. Includes the following procedures and such other procedures that are extensions of the same techniques and skills:</p> <ul style="list-style-type: none"> • Arthrocentesis & Joint & soft tissue injection/aspiration • Burns, superficial a& partial thickness • I&D abscess • Local anesthetic techniques; Peripheral nerve blocks • Uncomplicated minor closed fractures & dislocations • Simple skin biopsy or excision; nail removal • Anterior & Posterior nasal hemostatic packing • Remove non penetrating foreign body from eye, nose or ear • Suture uncomplicated lacerations • Interpretation of electrocardiography & plain films • Provide education/counseling as needed • Utilization of modalities such as xray, MRI and ultrasound 	<input type="checkbox"/>
Request	OBSTETRICS AND GYNECOLOGY PRIVILEGES	Approve
<input type="checkbox"/>	<p>Obstetrics & Gynecology Privileges: Outpatient privileges to perform a medical screening exam (MSE), history & physical, evaluate, diagnose, treat, and manage patients for routine obstetrics and female patients presenting with conditions of pregnancy and/or disorders, injuries, or problems of the reproductive and genitourinary systems , including, but not limited to removal of contraceptive device; microscopic urine and vaginal discharge, dysfunctional Uterine bleeding, Pregnancy testing and emergency Contraception; Endometrial Biopsy; C<u>u</u>lpscopy; insertion and removal of intrauterine device; Management of prenatal care and appropriate follow-up.</p>	<input type="checkbox"/>

Name: _____
Please Print *Date*

Request	PEDIATRIC PRIVILEGES	Approve												
<input type="checkbox"/>	<p>Outpatient Pediatric Privileges: Provide medical screening exam (MSE), history & physical, evaluate, diagnose, treat, and manage medical and non-surgical problems of children and adolescent (<21 yo) for primary care conditions or injuries, including but not limited to routine newborn care, uncomplicated hyperbilirubinemia, well child care, allergic disorders, asthma, anaphylaxis, adverse drug reactions, poisoning, infections disease of all organ systems, fluid and electrolyte balance, Anemia, minor trauma, venous & arterial puncture</p>	<input type="checkbox"/>												
<input type="checkbox"/>	<p>Pediatric Sub Specialty Privileges: Outpatient privileges to perform a medical screening exam (MSE), history & physical, evaluate, diagnose, treat, and manage medical and non-surgical problems of children and adolescent (<21 yo) who need care from the following Pediatric subspecialties (please identify your specialty)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Cardiology</td> <td><input type="checkbox"/> Endocrinology</td> </tr> <tr> <td><input type="checkbox"/> Gastroenterology</td> <td><input type="checkbox"/> Genetics</td> </tr> <tr> <td><input type="checkbox"/> Immunology</td> <td><input type="checkbox"/> Infectious Disease</td> </tr> <tr> <td><input type="checkbox"/> Nephrology</td> <td><input type="checkbox"/> Neurosurgery</td> </tr> <tr> <td><input type="checkbox"/> Ophthalmology</td> <td><input type="checkbox"/> Pulmonary</td> </tr> <tr> <td><input type="checkbox"/> Surgery</td> <td><input type="checkbox"/> Urology</td> </tr> </table>	<input type="checkbox"/> Cardiology	<input type="checkbox"/> Endocrinology	<input type="checkbox"/> Gastroenterology	<input type="checkbox"/> Genetics	<input type="checkbox"/> Immunology	<input type="checkbox"/> Infectious Disease	<input type="checkbox"/> Nephrology	<input type="checkbox"/> Neurosurgery	<input type="checkbox"/> Ophthalmology	<input type="checkbox"/> Pulmonary	<input type="checkbox"/> Surgery	<input type="checkbox"/> Urology	<input type="checkbox"/>
<input type="checkbox"/> Cardiology	<input type="checkbox"/> Endocrinology													
<input type="checkbox"/> Gastroenterology	<input type="checkbox"/> Genetics													
<input type="checkbox"/> Immunology	<input type="checkbox"/> Infectious Disease													
<input type="checkbox"/> Nephrology	<input type="checkbox"/> Neurosurgery													
<input type="checkbox"/> Ophthalmology	<input type="checkbox"/> Pulmonary													
<input type="checkbox"/> Surgery	<input type="checkbox"/> Urology													
Request	SURGICAL PRIVILEGES	Approve												
<input type="checkbox"/>	<p>Surgical Privileges: Outpatient privileges to perform a medical screening exam (MSE), history & physical, evaluate, diagnose, treat, and manage surgical patients for primary conditions or injuries including but not limited to pre and post operative medical care. Includes the following procedures and such other procedures that are extensions of the same techniques and skills:</p> <ul style="list-style-type: none"> • Local infiltration for biopsy • Punch, shave & excisional biopsy • Excisions benign or malignant • Core needle biopsy • Repair of lacerations • I & D abscess: cyst, skin • Vasectomy 	<input type="checkbox"/>												

Acknowledgment of Practitioner:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise and I understand that

- (a) In exercising any clinical privileges granted, I am constrained by any Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
- (b) **Emergency Privileges** – In case of an emergency, any member of the medical staff, to the degree permitted by his/her license and regardless of department, staff status, or privileges, shall be permitted to do everything reasonably possible to save the life of a patient from serious harm.

Signature: _____
Applicant *Date*

Appropriate Department Chairperson's Signature *Date*

In order to support the new Street Medicine Program, provide information to Kaweah Delta Physicians and protect the institution, it is recommended that the following verbiage (in red) be added to all Medical Staff Privileges:

Acknowledgment of Practitioner:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise and; I understand that:

(a) In exercising any clinical privileges granted, I am constrained by any Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.

(b) I may participate in the Kaweah Delta Street Medicine Program, as determined by Hospital policy and Volunteer Services guidelines. As a volunteer of the program, Medical Mal Practice Insurance coverage is my responsibility.

(c) **Emergency Privileges** – In case of an emergency, any member of the medical staff, to the degree permitted by his/her license and regardless of department, staff status, or privileges, shall be permitted to do everything reasonably possible to save the life of a patient from serious harm.

ARTICLE III

MEDICAL RECORDS

3.4. Delinquent Medical Records:

- (b) Notification: If a medical record is incomplete ~~or non-compliant as defined in section 3 of Medical Staff Rules and Regulations~~ seven days following discharge, the HIM Department will notify the practitioner in writing of the delinquency and that his or her clinical privileges are at risk of automatic ~~relinquishment/suspension. Such notice will be given to the practitioner at least five days in advance and, if not completed, his or her privileges will be automatically relinquished~~ in accordance with the Medical Staff ~~Credentials Policy/Bylaws~~.
- (c) Enforcement: Failure to ~~complete medical records within 5 days of being notified~~ ~~comply with the completion of medical records after the above notification requirements have been met~~ will result in automatic ~~relinquishment suspension~~ of all clinical privileges in accordance with the Medical Staff ~~Credentials Policy/Bylaws, Section Article 6E8.E.1.~~
- (d) Automatic Relinquishment/Suspension Procedures: In the event that an automatic ~~relinquishment/suspension~~ occurs, the HIM Department, under the direction of the HIM Committee, will be responsible for notifying the Chief of Staff, the Emergency Department, nursing administration, and other key departments of all automatic ~~relinquishment/suspensions~~. The practitioner will be responsible for transferring the care of any patients that he or she may have in the District to a practitioner who has appropriate clinical privileges. If the practitioner is unable or fails to appropriately transfer the care of his or her patients, the Chief of Staff will assign the care of such patients to a practitioner(s) who has appropriate clinical privileges.
- (e) Reinstatement After Relinquishment/Suspension: Any practitioner who ~~relinquishes~~ has his or her clinical privileges suspended as a result of medical record delinquencies must complete all delinquent and pending delinquent medical records. The ~~physician/practitioner~~ must ~~contact/notify~~ the ~~HIM/Health Information~~ Department ~~(HIM) and notify them~~ of completion of all records. Once ~~verified by HIM~~ verifies that all medical records have been completed, a reinstatement will be ~~issued/processed~~. ~~The individual may not be granted any temporary privileges while the application is being processed.~~
- (f) If the medical record deficiencies are not resolved within 60 days of notification or the individual has not requested reinstatement within 60 days of the date of the automatic suspension, the individual shall be deemed to have voluntarily resigned from the Medical Staff. Special ~~n~~Notice of the voluntary resignation shall be given to the affected individual/physician, and regular notice of this occurrence will be given to the MEC, CEO, and Board.

|
Rationale: Update terms to reflect current bylaws; add automatic resignation process when records have been delinquent for 60 days with no contact from practitioner, which mirrors current process for Medical Staff Automatic Resignations.

**ARTICLE 7
ADVANCED PRACTICE PROVIDERS**

7.F. AUTOMATIC SUSPENSION

An APP's privileges shall be automatically suspended, without review under Section 7.H or any other section of these Bylaws, for the same reasons that apply to Medical Staff members in Section 8.E. In addition, the APP's privileges shall be automatically suspended without review in the event:

- (a) The Medical Staff membership or clinical privileges of ~~the~~all Supervising Physician~~(s)~~ is terminated,~~whether such termination is voluntary or involuntary~~; or
- (b) ~~All~~The Supervising Physicians no longer agrees to act as the Supervising Physician for any reason~~s~~; or
- ~~(b)~~(c) ~~¶~~The relationship between the APP and all ~~the~~ Supervising Physicians is otherwise terminated,~~regardless of the reason~~.

In the event of (a), ~~or~~ (b), or (c), the APP will have thirty (30) days from the date of the automatic suspension to submit notice of a new Supervising Physician, to include appropriate documentation, or the APP's privileges shall be automatically terminated without review under Section 7.H or any other section of these Bylaws.

Rationale: APP should not be suspended if their Supervisor is suspended and they have multiple supervising physicians.

Kaweah Delta Health Care District Annual Report to the Board of Directors

Kaweah Delta Medical Foundation

Paul Schofield, CEO
Contact number: 559-738-7500, ext. 5598
Email: pschofie@kdhcd.org
January 7, 2020

Summary Issue/Service Considered

1. Establishing an integrated delivery system whereby the Visalia Medical Clinic (VMC/Group) and Kaweah Delta Health Care District (KDHCD) work in unison to deliver world class healthcare services in Visalia and the surrounding region.
2. Leading the expansion of the depth and breadth of medical services provided to the community.

Analysis of financial/statistical data:

1. For the first six months of fiscal year 2020, KDHCD's net investment to fund KDMF is \$4,274,285 compared with a budgeted net investment of \$4,460,983.
2. For the first six months of fiscal year 2020, work relative value units (wRVUs) were 198,760, compared with 176,222 for the first six months of fiscal year 2019.
3. For the first six months of fiscal year 2020, total charges were \$39,614,118, compared with \$35,147,903 for the first six months of fiscal year 2019.
4. For the first six months of fiscal year 2020, total collections were \$23,955,990, compared with \$20,330,779 for the first six months of fiscal year 2019.
5. For the first six months of fiscal year 2020, patient encounters were 178,859, compared with 173,235 for the first six months of fiscal year 2019.
6. Total number of Visalia Medical Clinic physicians on January 1, 2020 is 47, compared to 44 physicians one year ago.
7. Total number of Visalia Medical Clinic providers on January 1, 2020 is 67, compared to 61 providers one year ago.

Policy, Strategic or Tactical Issues

The Kaweah Delta Medical Foundation (KDMF) was established just over 4 years ago by KDHCD to provide a mechanism for KDHCD and the VMC to work collaboratively in the provision of health care services. Accordingly, both parties entered into a 10-year Professional Services Agreement (PSA), which will be renegotiated, or terminated, in November of 2025. Subject to California's Corporate Practice of Medicine Laws, KDMF is one of 14 medical foundations that currently exist in California. Just under two-thirds of California medical foundations are investing more annually, as a percent of the respective medical foundation's net revenue, than KDHCD is currently investing in

KDMF with Adventist Health investing the most in its medical foundation than any other medical foundation in the State.

The primary purpose of KDMF is to establish a vehicle through which KDHC and VMC are able to work collaboratively to ensure better continuity of patient care from initial office visit, to inpatient and outpatient services – including surgery, to home health and hospice services (and everything in between). The two driving goals in forming KDMF (to strengthen physician alignment with KDHC and to enhance physician recruitment) have not yet been fully achieved. Notwithstanding, KDHC has continued to invest in KDMF with the hope that said investment will result in tangible positive results.

For the first six months of fiscal year 2020, there are clear signs of improvement:

1. Hospital/physician collaboration within KDMF appears to be improving.
2. VMC has added 7 providers (and lost 2 providers), since July 1, 2019.
3. Financial performance is on budget for the first time since KDMF's formation.

Hospital/Physician Collaboration

A successful strategic planning session was held in June of 2019 at which KDMF formally adopted the new Mission, Vision, and Pillars of KDHC. Five strategic initiatives were agreed upon: (1) Operational Efficiency, (2) Kaweah Care Culture, (3) Strategic Growth, (4) Innovation, and (5) Integration. Champions for each of the five strategic initiatives were identified, including Malinda Tupper, KDHC CFO; Dianne Cox, KDHC VP Human Resources; Paul Schofield, KDMF CEO; Ralph Kingsford, M.D., Executive Director VMC; and Ben Brennan, M.D., Joint Operating Committee member. Progress continues to be made in each of these areas, i.e., engaging a national consulting firm to identify specific opportunities for implementation over the next 3 years.

Growth

The number of Visalia Medical Clinic providers on January 1, 2020 was 67, compared with 61 providers a year ago.

Financial Performance (see financial data section above).

Recommendations/Next Steps

1. Continue implementation of the Strategies/Tactics identified in the 2019 Strategic Planning Process under each of the 5 Strategic Initiatives.
2. Begin implementation of the recommendations from the ECG report, as agreed to by the KDMF Board of Directors. Specific recommendations include, but are not limited to the following:
 - a. Implementation of a referral management process that maximizes “in-house” referrals.
 - b. Renegotiation of commercial payer contracts to achieve rates at the 75th percentile.
 - c. Increase the efficiency of the revenue cycle by submitting clean claims which will reduce days in accounts receivable.
 - d. Continue evaluation to better align ancillary services.
 - e. Invite other physician groups into KDMF, including hospital based groups.
 - f. In conjunction with KDHC, develop an ASC joint venture opportunity.
3. Successfully adjust the physician compensation model by the end of fiscal year 2020, as outlined in the PSA.

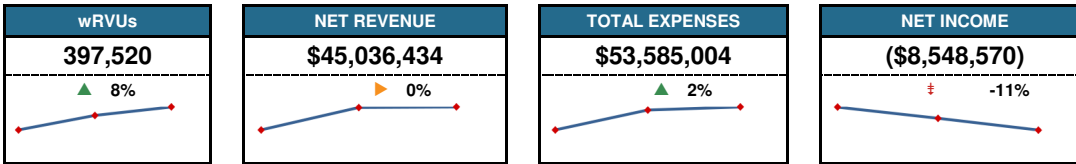
Approvals/Conclusions

KDMF will focus on the following in the coming year:

1. Operate the Medical Foundation to exceed budget expectations.
2. Accelerate the recruitment of physicians into KDMF based on community need.
3. Look for additional opportunities for operational alignment to drive down cost in the future like we have done this past year in the areas of Lab, IT, and management of physician benefits.
4. Focus on the implementation of Strategies/Tactics from the 5 Strategic Planning Initiatives, and the ECG recommendations.
5. Continue to support KDHC in its development of a Rural Health Clinic in the City of Tulare.
6. Identify geographic areas outside of Visalia in which to expand.

Coby La Blue, KDMF Chief Financial Officer
 Contact Number: (559) 738-7500 ext. 5525
 Email: clablue@kdhcd.org
 January 16, 2020

KEY METRICS - FY 2020 ANNUALIZED (Jul-Dec 2019)*

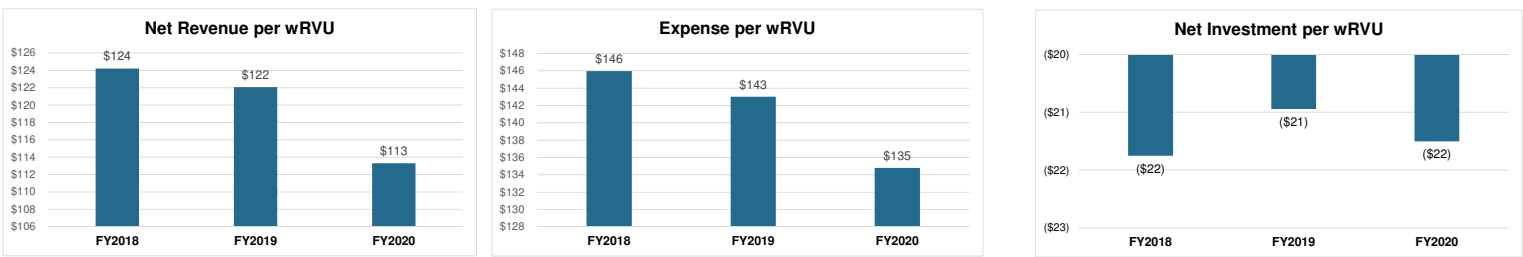


METRICS SUMMARY - 3 YEAR TREND

METRIC	FY2018	FY2019	FY2020	%CHANGE FROM PRIOR YR	3 YR TREND
Work RVUs (wRVUs)	316,971	367,674	397,520	▲ 8%	
Net Revenue	\$39,372,163	\$44,883,063	\$45,036,434	▶ 0%	
Total Expenses	\$46,267,101	\$52,583,954	\$53,585,004	▲ 2%	
Net Income (Investment)	(\$6,894,938)	(\$7,700,891)	(\$8,548,570)	▼ -11%	
Net Revenue per wRVU	\$124	\$122	\$113 ⁽¹⁾	▼ -7%	
Expense per wRVU	\$146	\$143	\$135	▼ -6%	
Net Investment per wRVU	(\$22)	(\$21)	(\$22)	▼ -3%	

(1) Decrease in Net Revenue per wRVU is currently under analysis to determine specific causes of decline from FY2019 experience

PER wRVU TRENDED GRAPHS

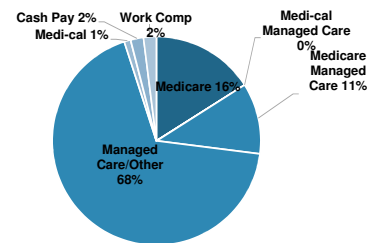


*Note: FY2020 is annualized in graphs and throughout the analysis based on actual results Jul-Dec 2019

PAYER MIX - 3 YEAR TREND

PAYER	FY2018	FY2019	FY2020
Medicare	19%	23%	16%
Medi-cal Managed Care	0%	0%	0%
Medicare Managed Care	10%	6%	11%
Managed Care/Other	68%	68%	68%
Medi-cal	0%	0%	1%
Cash Pay	2%	1%	2%
Work Comp	1%	2%	2%

FY 2020 Payer Mix - Annualized



Emergency Department 2019

Dr. Kona Seng ED Medical Director

Tom Siminski RN ED Nursing Director

Abbreviations

- Abx- Antibiotics
- DC- Discharge
- ED- Emergency Department
- EMS- Emergency Medical Services
- E-RX- Electronic Prescription
- GME- Graduate Medical Education
- LOS- Length of Stay
- LWOT – Left without Treatment
- Med Rec – Medication Reconciliation
- Peds- Pediatrics
- PMD- Primary Medical Doctor
- QCDR – Qualified Clinical Data Registry
- SNF- Skilled Nursing Facility
- Sub-q- Subcutaneous
- TJC- The Joint Commission
- VBG- Venous Blood Gas
- W/O- Without
- WR- Waiting Room

ED Leadership

Nursing Director – Tom Siminski RN

Nursing Manager – Billy Walker RN

Assistant Nursing Manager – Crystal Gomez RN

ED Tech/Equipment Supervisor – Wilfred Garcia

ED Mentors – Rudy Gonzalez RN, Vince Abdon RN

ED Educator – Erin Marquez RN

ED CNS – Craig Dixon RN APN

ED QA/PI/Education – Tracy Crosswell RN

ED Leadership

- Transfer Center - Dr. Kahwaji
- Quality - Dr. Tu
- Cerner - Dr. Alexeeva
- Peds - Dr. Herman
- Risk - Dr. Carstens
- GME - Dr. Winston
- Trauma - Dr. Pho
- Ultrasound - Dr. Hipskind
- Advocacy - Dr. Sukhija
- Advanced Providers - Phil Hehn
- Stroke - Dr. Oldroyd
- Bridge Grant - Dr. Lucero

Operations – 2019 Challenges

Continued high volumes and acuity

Cerner Optimization for Residents/Attendings

ED Lobby Roof Damage

Closure of the ED Waiting Room

Re-purposing of the Mineral King Lobby/Gift Shop

Opening new Triage area in Outpatient Lab

Closure of ED Lab, EKG room, and Patient rooms, and Case Management area due to construction

Zone 6 Planning/Development/Implementation

ED Ops Committee



- Multi-disciplinary
- Dept leadership
- Invited guests
- Action oriented

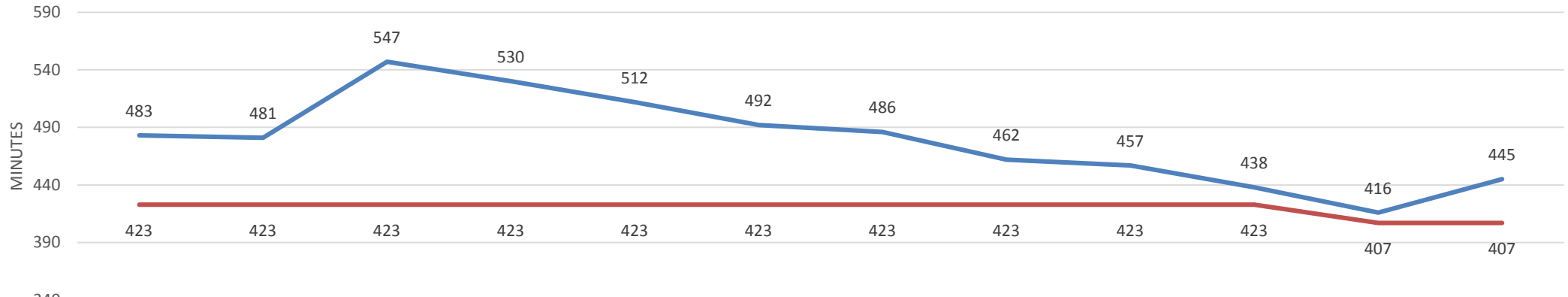
Topics Tackled in 2019

- CT delays, incorrect orders, Discrepancies
- Professional dress
- SNF collaboration
- Outpatient pharmacy calls
- ED Sedation policy
- Critical lab calls
- Contaminated blood samples
- Culture callbacks
- Suboxone rollout
- Over-ordering of VBG
- Where's the EMS runsheet?
- Meds allowed to be given in WR
- TJC Preparation
- Visitors in the WR
- E-Rx, Med Rec, Secure Texting
- Therapeutic hypothermia protocol
- Who admits who

GENERAL METRICS	OCTOBER 2019		NOVEMBER 2019		DECEMBER 2019	
	KDHCD	GOAL	KDHCD	GOAL	KDHCD	GOAL
ED Volume	7117		7021		7419	
Percent of Patients Left Without Being Seen	1.0%	1.5%	1.1%	1.5%	1.1%	1.5%
Percent of Patients Left During Treatment	1.9%	1.5%	1.8%	1.5%	1.6%	1.5%
Percent of Patients Left Against Medical Advice	1.0%	NA	0.7%	NA	0.8%	NA
Percent of Patients Admitted	25%	NA	24%	NA	24%	NA
Percent of Patients Discharged	69%	NA	70%	NA	70%	NA
		CMS		*CMS State		*CMS State
		Benchmark		Benchmark		Benchmark
ED THROUGHPUT METRICS						
Median Length of Stay in Minutes for Admitted Patient (Hours)	438 (7.3)	423 (7.05)	416 (6.9)	407 (6.8)	445 (7.4)	407 (6.8)
Median Length of Stay in Minutes for Discharged Patient (Hours)	212 (3.5)	204 (3.4)	205 (3.4)	186 (3.1)	206 (3.4)	186 (3.1)
Median Length of Stay in Minutes for Admit Decision to ED Depart (Hours)	215 (3.6)	180 (3)	197 (3.3)	197 (3.3)	219 (3.6)	197 (3.3)
Average Length of Stay in Minutes for Admitted Mental Health Patients (Hours)	513 (8.6)		425 (7.1)		781 (13)	
CENSUS TOTALS BY DISPOSITION						
Number of Patients Arriving by Ambulance	1959		1882		1973	
Number of Trauma Patients	177		147		149	
Number of Patients Admitted	1744		1703		1774	
Number of Patients Discharged	4893		4880		5190	
Number of Mental Health Patients Admitted	79		84		82	
*NEW CMS BENCHMARK (STATE RATE)						
PATIENT EXPERIENCE		GOAL		GOAL		GOAL
Emergency Room Overall Care Percent 9S-10S	68.22%	62%	63.49%	62%	56.52%	62%
Would Recommend Percent Definitely YES	80.19%	76%	80.95%	76%	78.26%	76%
	> 10% Above 187/348 Benchmark/Goal		Within 10% of Benchmark/Goal		Outperforming or Meeting Benchmark/Goal	

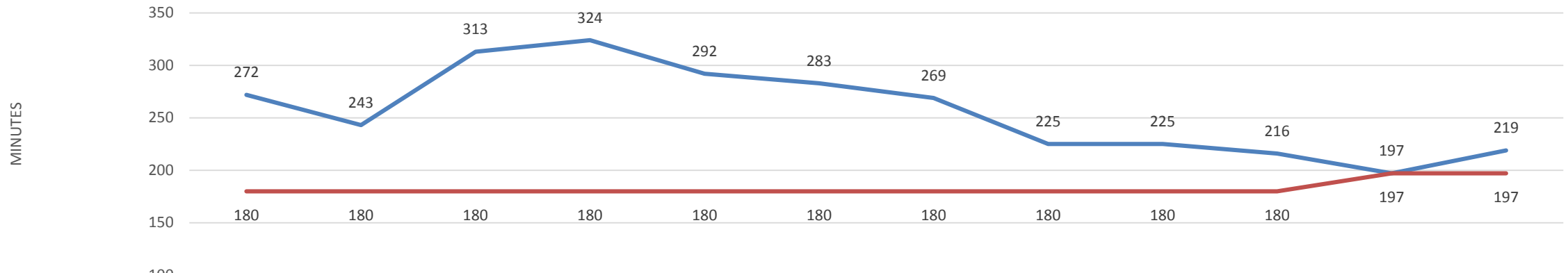
KEY

2019 LENGTH OF STAY - ADMITTED PATIENTS



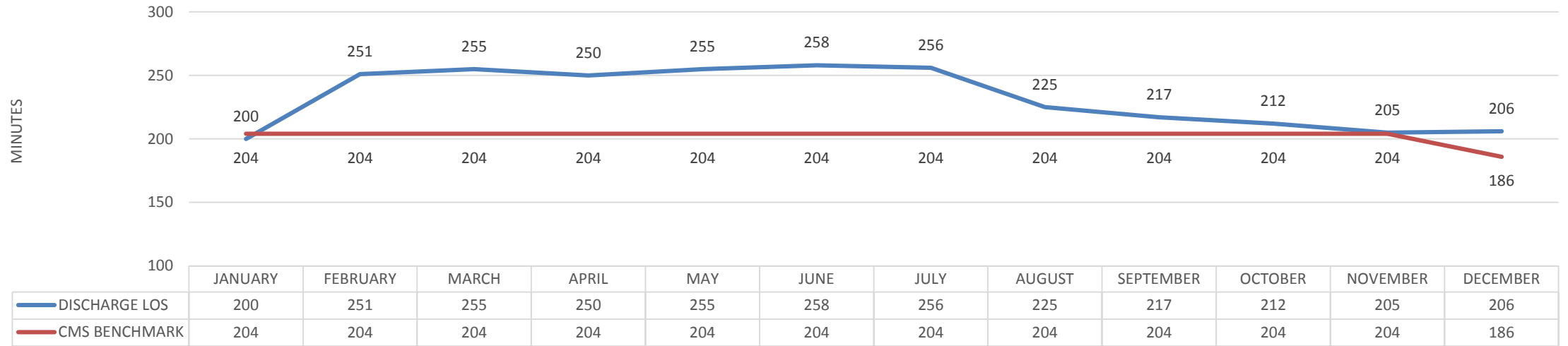
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
ADMITTS LOS	483	481	547	530	512	492	486	462	457	438	416	445
CMS BENCHMARK	423	423	423	423	423	423	423	423	423	423	407	407

2019 ADMIT DECISION TO ED DEPART- ADMIT PATEINTS (MEDIAN)

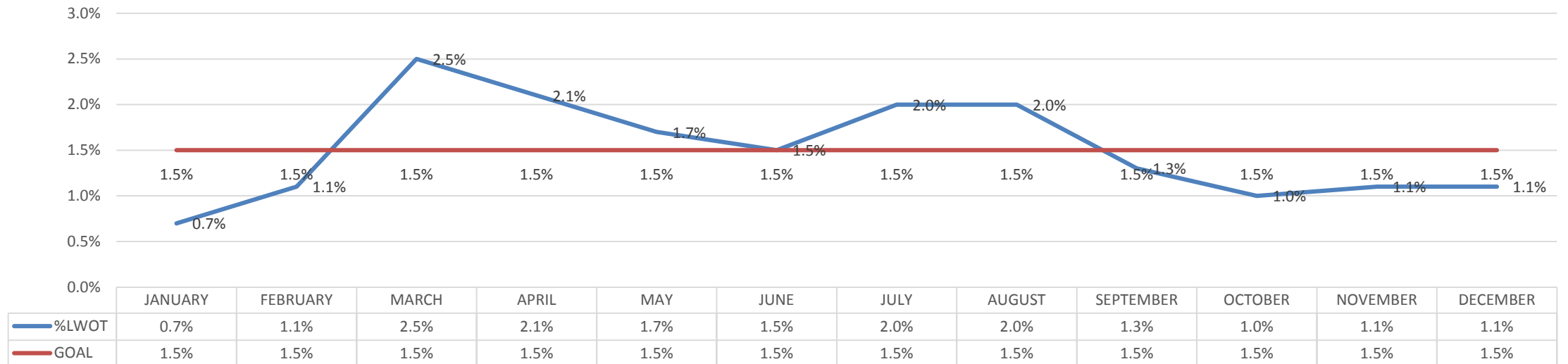


	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
ADM DEC TO DEP	272	243	313	324	292	283	269	225	225	216	197	219
CMS BENCHMARK	180	180	180	180	180	180	180	180	180	180	197	197

2019 LENGTH OF STAY - DISCHARGED PATIENTS (MEDIAN)



2019 ED % PATIENTS THAT LWOT



Accomplishments

Left w/o being seen

2017: 3.5%

2018: 3.5%

2019: 1.5%

LOS DC Goal 204 min

Oct 212 min

Nov 205 min

Dec 206 min

QCDR Dashboard

Avoidance of CT head in Uncomplicated Syncope

Avoidance of Abx in Acute Bronchitis

Integrated additional personnel

Patient Navigators/Wayfaring Volunteers

2nd Charge RN for WR/Intake

Simulation/MedEd Fellow

Care Advocates

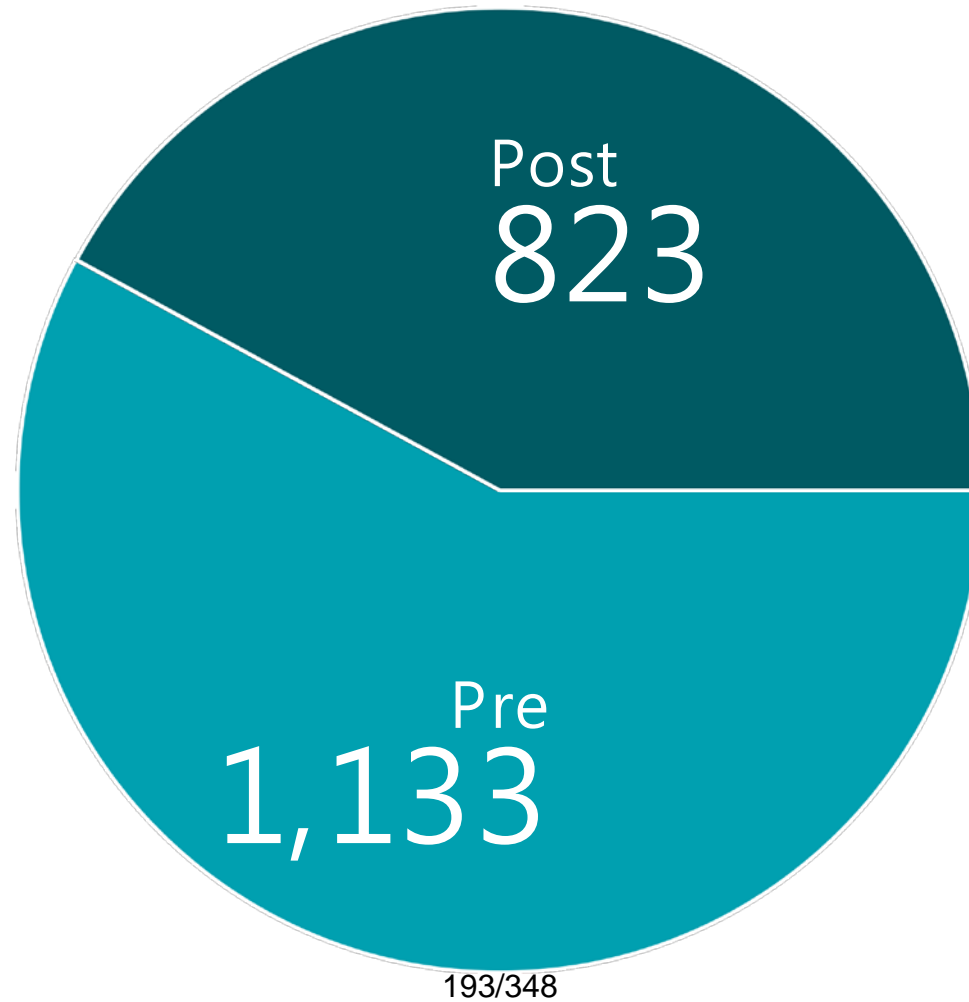
Accomplishments Continued

Glucocomander Sub-Q Implementation to provide better care for our Diabetic patients
Established ED Community Advisory Council to collaborate with the community to develop innovative ideas for improvement of ED operations
E-Prescribe established to provide an easier more efficient way of getting prescriptions filled for our ED patients
Additional Security Officer added for Zone 2 to ensure a safe environment for patients and staff
Implemented Charge Nurse huddles to provide a collaborative communication tool to improve throughput processes

high utilizers

331 High utilizers

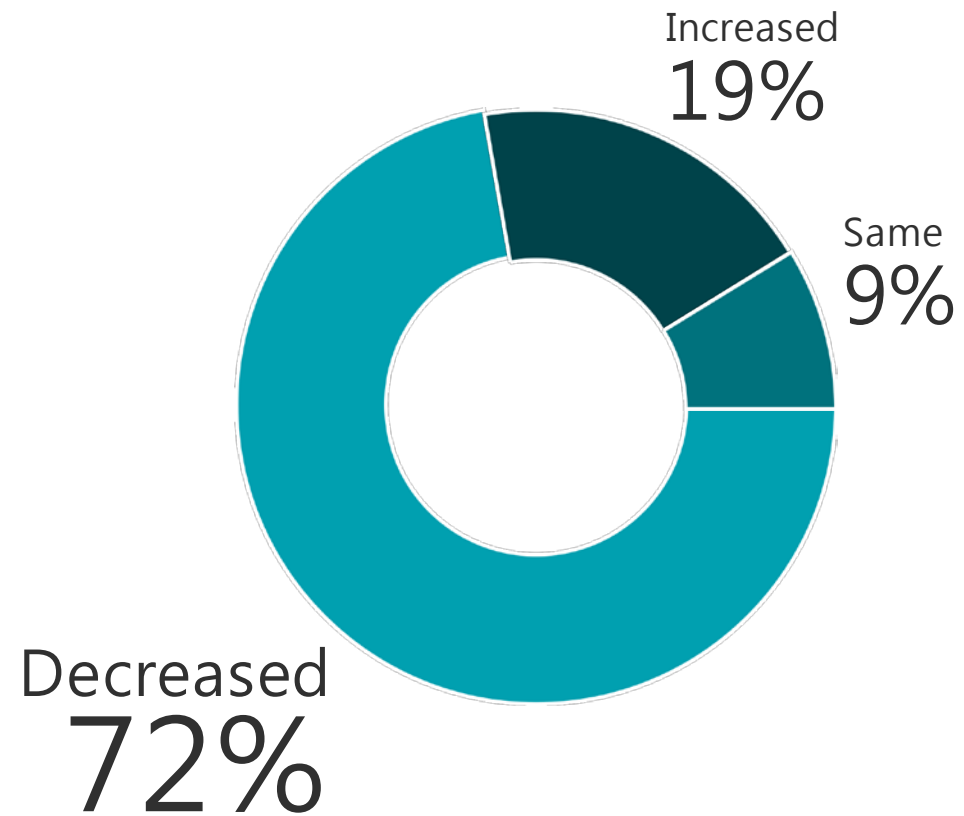
Total Visits Comparison 6 months before and 6 months after program implementation



331 High utilizers

Did this group decrease usage of ED? Yes!

85% get PMD appointments in ED or upon followup phone call.



Evolution of the Care Advocate Program

What's your Cell?

Connect to PMD

Develop Top 10 List

Right Resources?

KD Street Medicine Team



2020 Big Projects

- Construction Zone 4/5
- ED Call Center
- ED Stat Lab
- Crisis Stabilization Units
- Street Medicine
- Care Advocates
- Academic Fellowships
- Surprise Billing Advocacy
- Optimization of Surge Response
- Risk Assessment

Physician Engagement Survey

Dept of Emergency Medicine



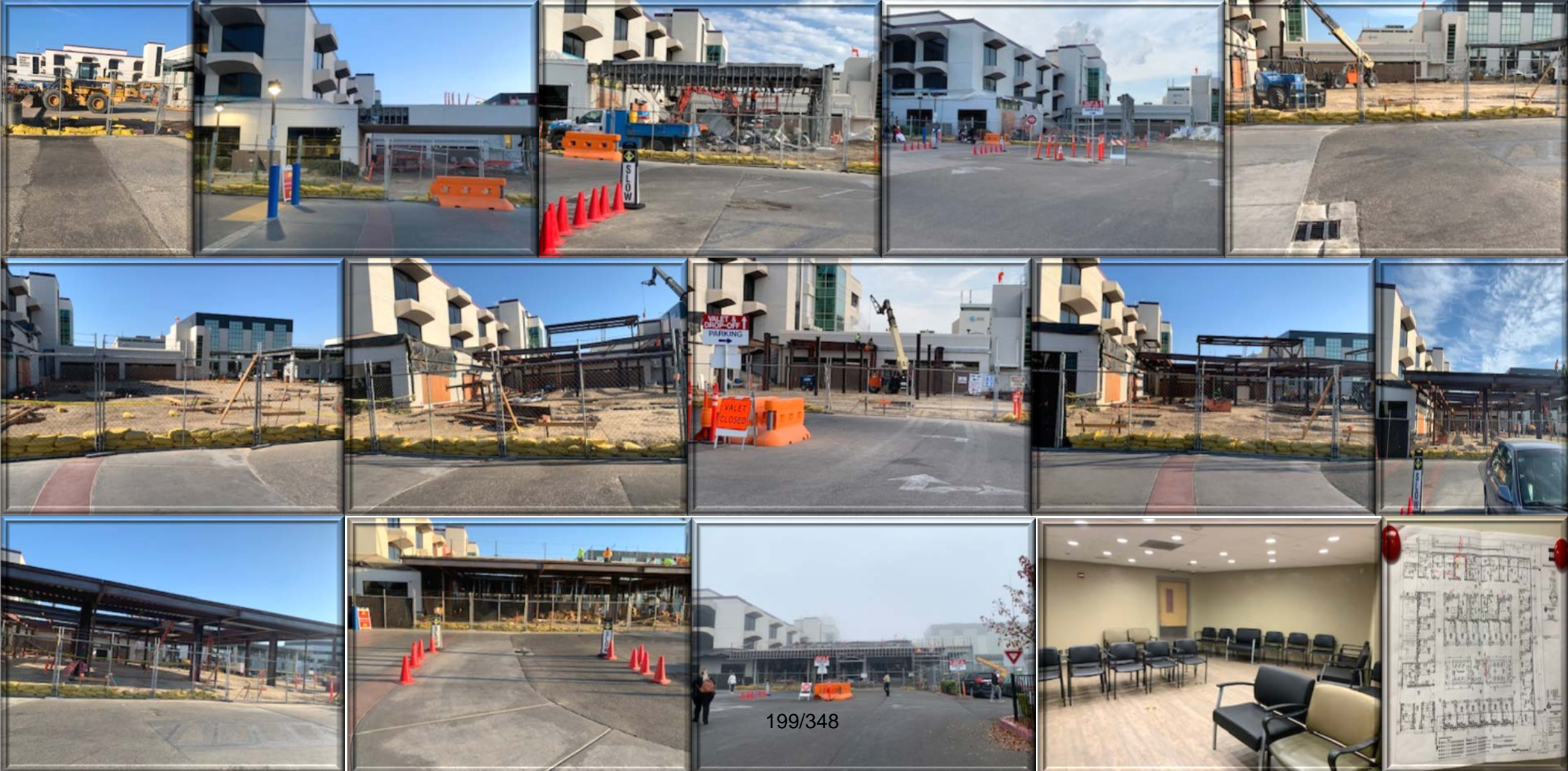
Pearls and Pitfalls

November 5th, 2019

ED/Pediatrics

Hosted by: Dr. Jerry Jacobson

Future Emergency Department



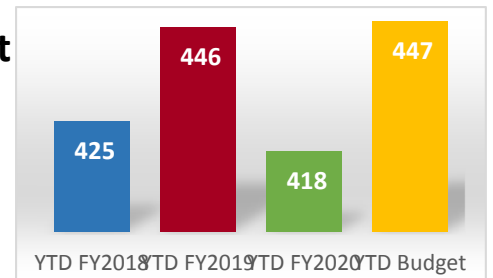
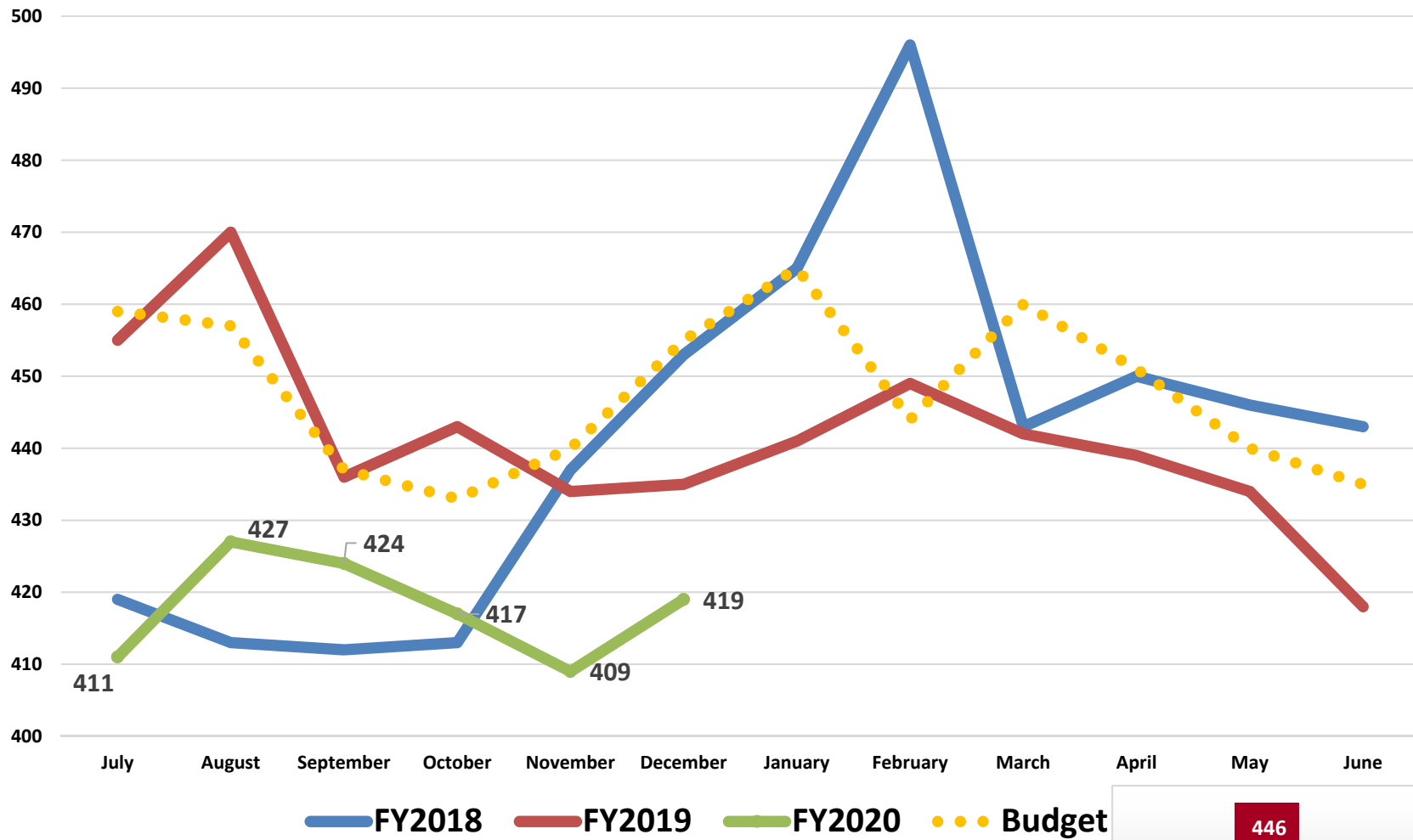
M O R E T H A N M E D I C I N E . L I F E .

CFO Financial Report

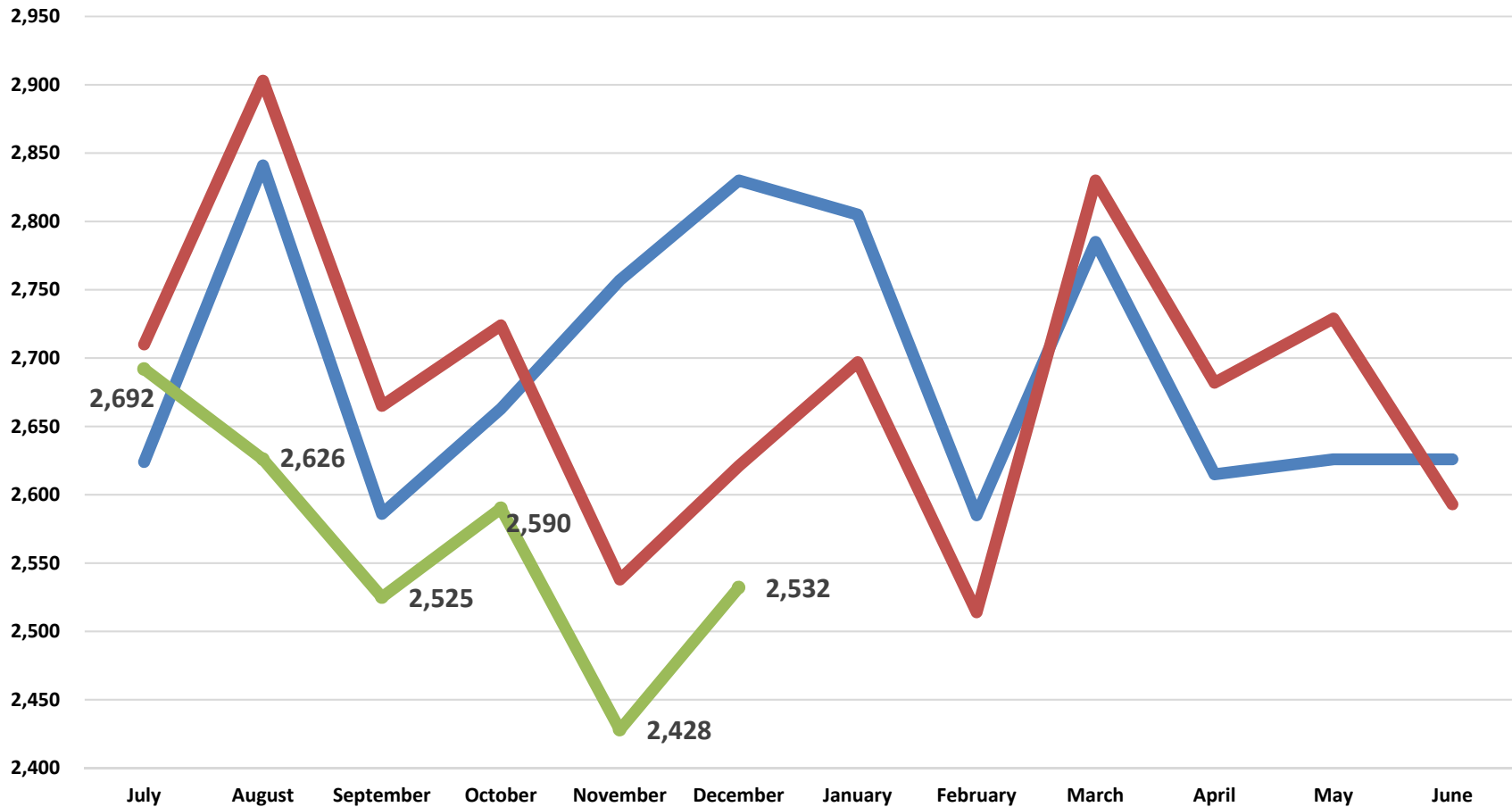
January 29, 2020



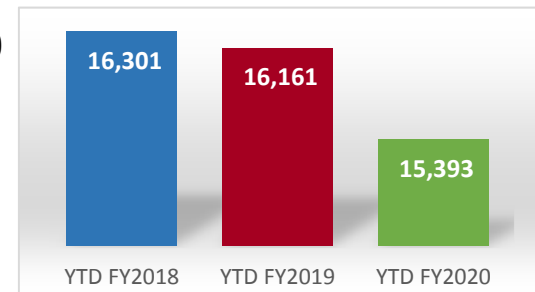
Average Daily Census



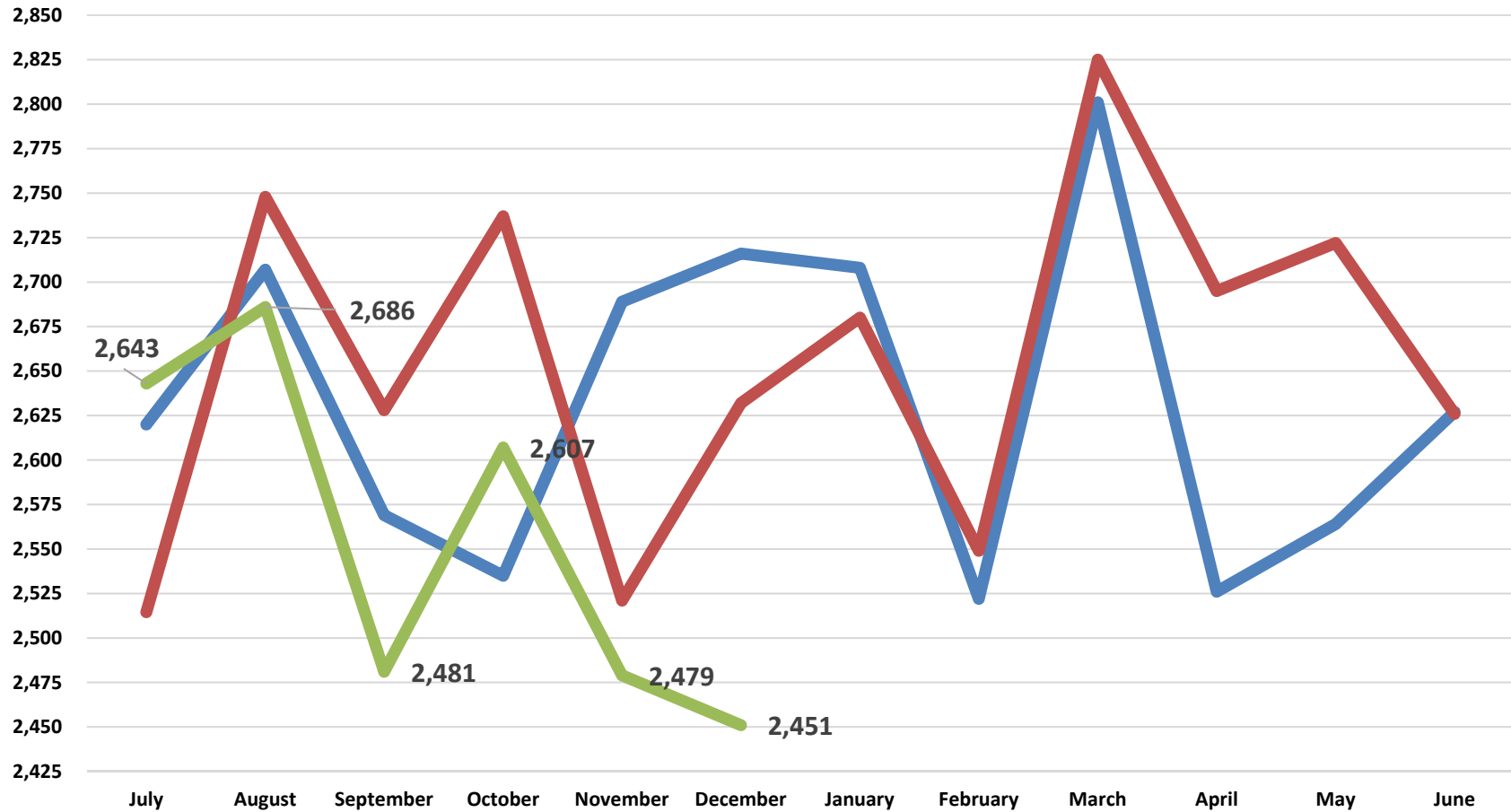
Admissions



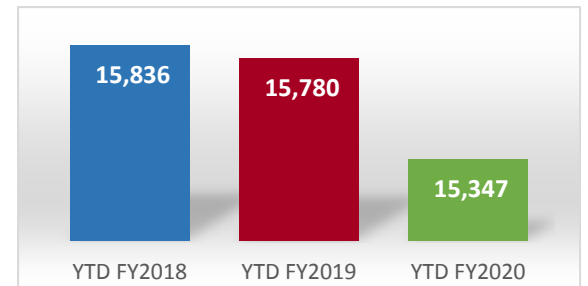
— FY2018 — FY2019 — FY2020



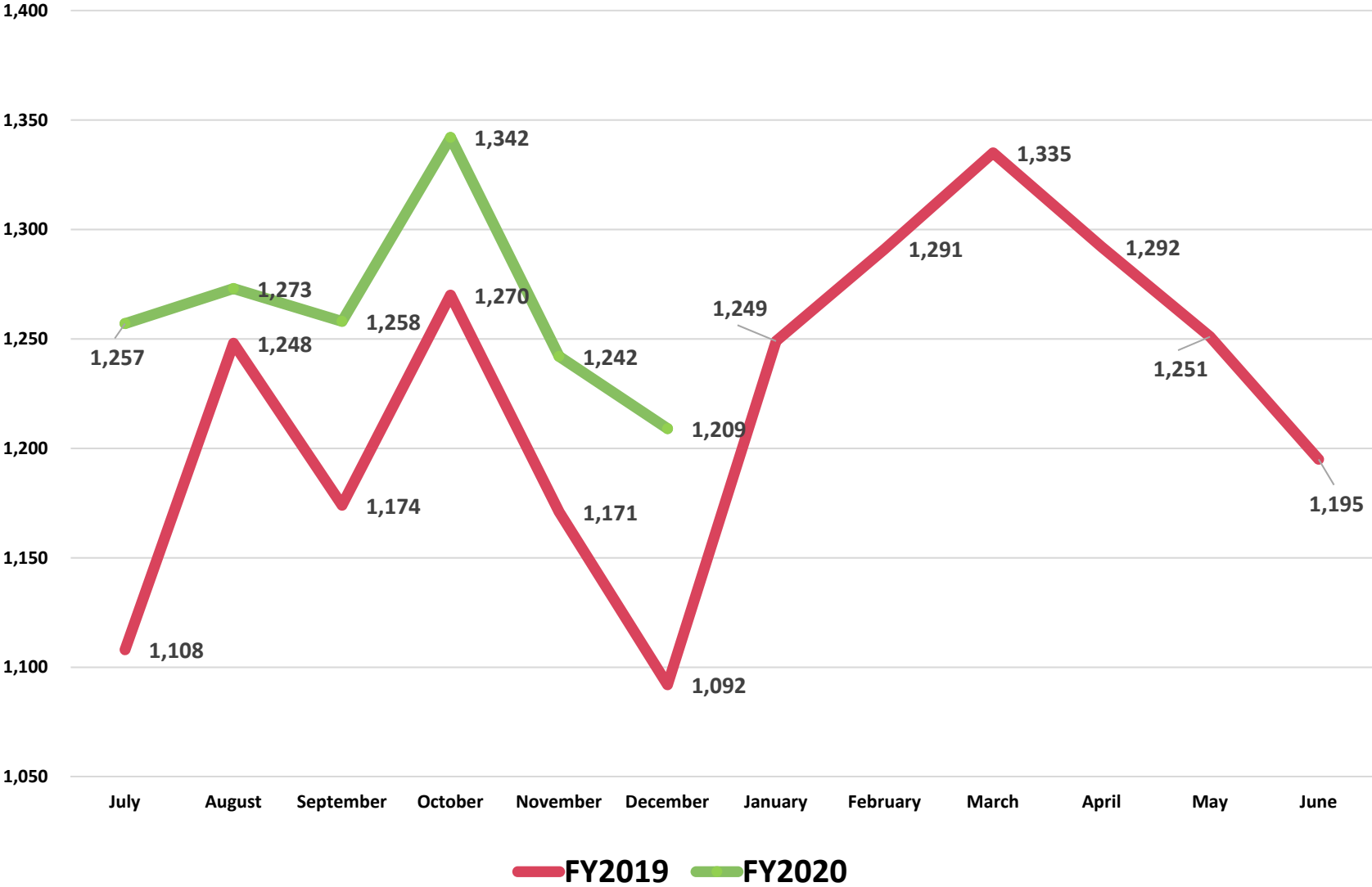
Discharges



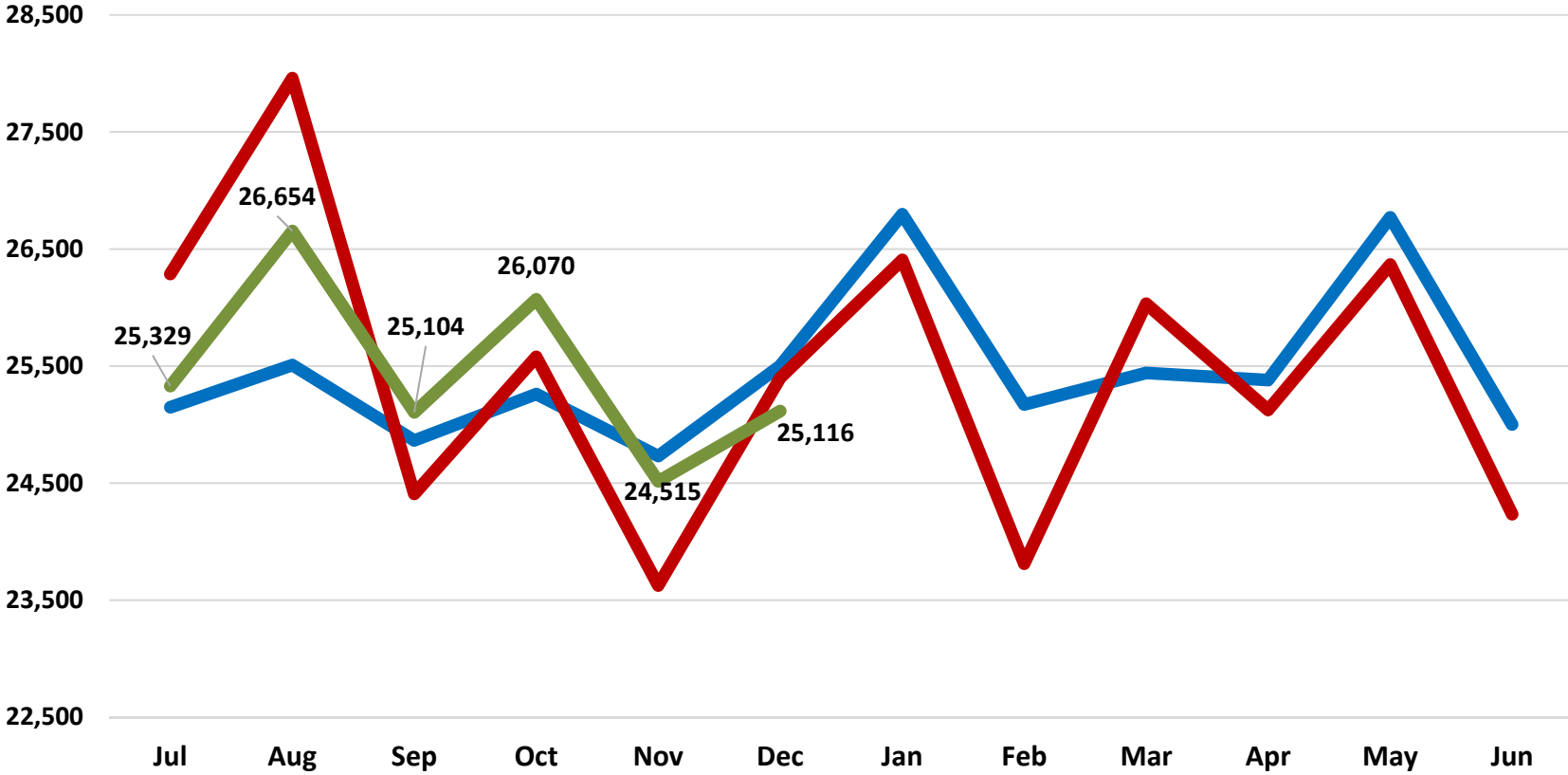
— FY2018 — FY2019 — FY2020



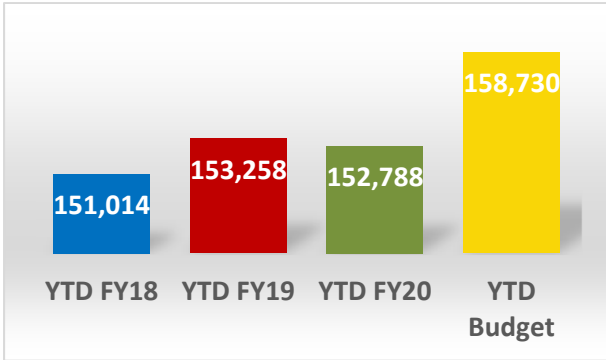
Outpatient Registrations per Day



Adjusted Patient Days



FY18 FY19 FY20



Statistical Results – Fiscal Year Comparison (December)

	Actual Results			Budget	Budget Variance	
	Dec 2018	Dec 2019	% Change	Dec 2019	Change	% Change
Average Daily Census	435	419	(3.7%)	455	(36)	(8.0%)
KDHCD Patient Days:						
Medical Center	8,805	8,220	(6.6%)	9,226	(1,006)	(10.9%)
Acute I/P Psych	1,473	1,443	(2.0%)	1,478	(35)	(2.4%)
Sub-Acute	966	916	(5.2%)	955	(39)	(4.1%)
Rehab	411	579	40.9%	537	42	7.8%
TCS-Ortho	369	418	13.3%	402	16	4.0%
TCS	508	600	18.1%	525	75	14.3%
NICU	366	373	1.9%	376	(3)	(0.8%)
Nursery	599	444	(25.9%)	621	(177)	(28.5%)
Total KDHCD Patient Days	13,497	12,993	(3.7%)	14,120	(1,127)	(8.0%)
Total Outpatient Volume	33,852	37,479	10.7%	35,917	1,562	4.3%

Statistical Results – Fiscal Year Comparison (Jul-Dec)

Actual Results			Budget	Budget Variance	
FYTD 2019	FYTD 2020	% Change	FYTD 2020	Change	% Change

Average Daily Census	445	418	(6.2%)	447	(29)	(6.6%)
-----------------------------	------------	------------	---------------	------------	-------------	---------------

KDHCD Patient Days:

Medical Center	52,879	48,325	(8.6%)	52,389	(4,064)	(7.8%)
Acute I/P Psych	8,619	8,568	(0.6%)	8,740	(172)	(2.0%)
Sub-Acute	5,644	5,433	(3.7%)	5,680	(247)	(4.3%)
Rehab	3,344	3,242	(3.1%)	3,588	(346)	(9.6%)
TCS-Ortho	2,233	2,524	13.0%	2,402	122	5.1%
TCS	2,861	2,997	4.8%	3,110	(113)	(3.6%)
NICU	2,829	2,604	(8.0%)	2,718	(114)	(4.2%)
Nursery	3,562	3,180	(10.7%)	3,648	(468)	(12.8%)

Total KDHCD Patient Days	81,971	76,873	(6.2%)	82,275	(5,402)	(6.6%)
---------------------------------	---------------	---------------	---------------	---------------	----------------	---------------

Total Outpatient Volume	216,608	232,511	7.3%	229,821	2,690	1.2%
--------------------------------	----------------	----------------	-------------	----------------	--------------	-------------

Other Statistical Results – Fiscal Year Comparison (December)

	Actual Results				Budget	Budget Variance	
	Dec 2018	Dec 2019	Change	% Change	Dec 2019	Change	% Change
Adjusted Patient Days	25,399	25,116	(283)	(1.1%)	27,082	(1,966)	(7.3%)
Outpatient Visits	33,852	37,479	3,627	10.7%	35,917	1,562	4.2%
Endoscopy Procedures (I/P & O/P)	371	634	263	70.9%	371	263	41.5%
Home Health Visits	2,156	2,691	535	24.8%	2,692	(1)	(0.0%)
Urgent Care - Demaree	2,108	2,611	503	23.9%	2,587	24	0.9%
Radiation Oncology Treatments (I/P & O/P)	1,965	2,305	340	17.3%	2,035	270	11.7%
Surgery Minutes –General & Robotic (I/P & O/P)	954	1,113	159	16.7%	1,238	(125)	(11.2%)
Physical & Other Therapy Units	16,352	18,691	2,339	14.3%	17,355	1,336	7.1%
ED Total Registered Visits	6,616	7,419	803	12.1%	7,924	(505)	(6.8%)
Radiology/CT/US/MRI Proc (I/P & O/P)	13,894	15,017	1,123	8.1%	15,343	(326)	(2.2%)
O/P Rehab Units	16,596	17,790	1,194	7.2%	18,841	(1,051)	(5.9%)
Cath Lab Minutes (IP & OP)	355	375	20	5.6%	394	(19)	(5.1%)
Home Infusion Days	11,102	11,691	589	5.3%	10,901	790	6.8%
Hospice Days	3,322	3,486	164	4.9%	3,405	81	2.3%
GME Clinic visits	853	866	13	1.5%	1,240	(374)	(43.2%)
KDMF RVU	29,091	27,274	(1,817)	(6.2%)	32,174	(4,900)	(18.0%)
Dialysis Treatments	1,964	1,732	(232)	(11.8%)	1,853	(121)	(7.0%)
Urgent Care - Court	4,494	3,963	(531)	(11.8%)	4,745	(782)	(19.7%)
OB Deliveries	416	340	(76)	(18.3%)	424	(84)	(24.7%)

Other Statistical Results – Fiscal Year Comparison (Jul-Dec)

	Actual Results				Budget	Budget Variance	
	FY 2019	FY 2020	Change	% Change	FY 2020	Change	% Change
Adjusted Patient Days	153,276	152,784	(492)	(0.3%)	158,730	(5,946)	(3.7%)
Outpatient Visits	216,608	232,511	15,903	7.3%	229,821	2,690	1.2%
Urgent Care - Demaree	7,135	12,023	4,888	68.5%	10,885	1,138	10.5%
Endoscopy Procedures (I/P & O/P)	2,879	3,741	862	29.9%	2,879	862	29.9%
Home Health Visits	14,013	16,951	2,938	21.0%	15,825	1,126	7.1%
KDMF RVU	176,229	198,771	22,542	12.8%	198,224	547	0.3%
Radiation Oncology Treatments (I/P & O/P)	11,677	12,825	1,148	9.8%	12,210	615	5.0%
Hospice Days	19,416	20,756	1,340	6.9%	20,005	751	3.8%
ED Total Registered Visits	41,966	44,050	2,084	5.0%	45,808	(1,758)	(3.8%)
Physical & Other Therapy Units	104,418	108,962	4,544	4.4%	108,955	7	0.0%
Surgery Minutes – General & Robotic (I/P & O/P)	6,093	6,304	211	3.5%	7,263	(959)	(13.2%)
Radiology/CT/US/MRI Proc (I/P & O/P)	87,887	90,856	2,969	3.4%	92,054	(1,198)	(1.3%)
GME Clinic visits	5,932	6,122	190	3.2%	7,360	(1,238)	(16.8%)
Cath Lab Minutes (IP & OP)	2,167	2,223	56	2.6%	2,359	(136)	(5.8%)
O/P Rehab Units	114,036	115,260	1,224	1.1%	122,546	(7,286)	(5.9%)
Dialysis Treatments	11,504	11,319	(185)	(1.6%)	10,851	468	4.3%
Home Infusion Days	67,910	66,612	(1,298)	(1.9%)	66,963	(351)	(0.5%)
OB Deliveries	2,530	2,319	(211)	(8.3%)	2,544	(225)	(8.8%)
Urgent Care - Court	25,506	21,244	(4,262)	(16.7%)	24,837	(3,593)	(14.5%)

December Financial Comparison (000's)

	Actual Results			Budget	Budget Variance		Explanation
	Dec 2018	Dec 2019	% Change	Dec 2019	Change	% Change	
Operating Revenue							
Net Patient Service Revenue	43,717	51,458	17.7%	50,863	\$595	1.2%	See highlights slide
Supplemental Gov't Programs	6,429	4,185	(34.9%)	4,319	(134)	(3.1%)	
Prime Program	997	999	0.2%	905	93	10.3%	
Premium Revenue	3,027	3,748	23.8%	3,498	250	7.2%	
Management Services Revenue	2,533	2,621	3.5%	2,322	300	12.9%	
Other Revenue	1,746	1,989	13.9%	1,683	306	18.2%	See highlights slide
Other Operating Revenue	14,732	13,542	(8.1%)	12,727	816	6.4%	
Total Operating Revenue	58,449	65,001	11.2%	63,590	1,411	2.2%	
Operating Expenses							
Salaries & Wages	24,243	25,726	6.1%	25,769	(43)	(0.2%)	
Contract Labor	1,111	1,357	22.1%	332	1,025	309.1%	
Employee Benefits	5,761	5,856	1.7%	6,177	(321)	(5.2%)	
Total Employment Expenses	31,115	32,939	5.9%	32,277	661	2.0%	
Medical & Other Supplies	10,329	10,521	1.9%	9,428	1,093	11.6%	See highlights slide
Physician Fees	7,023	7,113	1.3%	7,909	(795)	(10.1%)	See highlights slide
Purchased Services	2,639	2,848	7.9%	2,891	(43)	(1.5%)	
Repairs & Maintenance	1,996	2,107	5.6%	2,242	(135)	(6.0%)	
Utilities	407	593	45.8%	508	85	16.7%	
Rents & Leases	594	512	(13.8%)	531	(19)	(3.6%)	
Depreciation & Amortization	2,527	2,451	(3.0%)	2,681	(231)	(8.6%)	
Interest Expense	463	439	(5.2%)	524	(85)	(16.2%)	
Other Expense	1,571	1,823	16.1%	1,797	26	1.5%	
Management Services Expense	2,538	2,703	6.5%	2,285	418	18.3%	
Total Operating Expenses	61,202	64,049	4.7%	63,073	976	1.5%	
Operating Margin	(\$2,754)	\$951	134.6%	\$516	\$435	84.2%	
Nonoperating Revenue (Loss)	614	726	18.4%	670	56	8.4%	
Excess Margin	(\$2,140)	\$1,678	178.4%	\$1,187	\$491	41.4%	

Operating Margin %	(4.7%)	1.5%		0.8%
Excess Margin %	(3.6%)	2.6%		1.8%

YTD Financial Comparison (000's)

	Actual Results FYTD Jul-Dec			Budget FYTD	Budget Variance FYTD	
	FYTD2019	FYTD2020	% Change	FYTD2020	Change	% Change
Operating Revenue						
Net Patient Service Revenue	284,237	303,204	6.7%	305,874	(\$2,670)	(0.9%)
Supplemental Gov't Programs	24,471	25,380	3.7%	25,915	(535)	(2.1%)
Prime Program	8,823	6,366	(27.8%)	5,431	935	17.2%
Premium Revenue	18,037	22,996	27.5%	20,987	2,008	9.6%
Management Services Revenue	15,359	16,191	5.4%	15,717	473	3.0%
Other Revenue	12,540	11,062	(11.8%)	10,652	410	3.8%
Other Operating Revenue	79,230	81,994	3.5%	78,703	3,291	4.2%
Total Operating Revenue	363,467	385,199	6.0%	384,577	622	0.2%
Operating Expenses						
Salaries & Wages	143,728	152,187	5.9%	152,807	(620)	(0.4%)
Contract Labor	7,675	6,358	(17.2%)	1,872	4,487	239.7%
Employee Benefits	35,211	37,466	6.4%	36,645	821	2.2%
Total Employment Expenses	186,614	196,012	5.0%	191,324	4,688	2.5%
Medical & Other Supplies	59,462	57,949	(2.5%)	56,148	1,800	3.2%
Physician Fees	41,970	44,411	5.8%	47,474	(3,062)	(6.5%)
Purchased Services	17,599	21,454	21.9%	17,203	4,251	24.7%
Repairs & Maintenance	12,629	12,736	0.9%	13,431	(694)	(5.2%)
Utilities	3,047	3,214	5.5%	3,015	199	6.6%
Rents & Leases	3,113	3,125	0.4%	3,186	(61)	(1.9%)
Depreciation & Amortization	15,097	14,921	(1.2%)	15,262	(341)	(2.2%)
Interest Expense	2,712	2,650	(2.3%)	3,143	(492)	(15.7%)
Other Expense	9,468	9,852	4.1%	10,666	(814)	(7.6%)
Management Services Expense	15,078	15,978	6.0%	15,467	510	3.3%
Total Operating Expenses	366,789	382,303	4.2%	376,319	5,983	1.6%
Operating Margin	(\$3,322)	\$2,896	187.2%	\$8,258	(\$5,362)	(64.9%)
Nonoperating Revenue (Loss)	3,236	8,034	148.3%	3,985	4,049	101.6%
Excess Margin	(\$86)	\$10,930	12826.2%	\$12,243	(\$1,313)	(10.7%)
Operating Margin %	(0.9%)	0.8%		2.1%		
Excess Margin %	(0.0%)	2.8%		3.2%		

Kaweah Delta Medical Foundation

Fiscal Year Financial Comparison (000's)

	Actual Results FYTD December			Budget FYTD	Budget Variance FYTD	
	Jul - Dec 2018	Jul - Dec 2019	% Change	Jul - Dec 2019	Change	% Change
Operating Revenue						
Net Patient Service Revenue	\$21,478	\$22,374	4.2%	\$23,498	(\$1,124)	(4.8%)
Other Operating Revenue	348	144	(58.7%)	318	(174)	(54.7%)
Total Operating Revenue	21,826	22,518	3.2%	23,816	(1,297)	(5.4%)
Operating Expenses						
Salaries & Wages	5,703	5,790	1.5%	6,098	(308)	(5.1%)
Contract Labor	82	48	(41.8%)	0	48	0.0%
Employee Benefits	1,333	1,444	8.3%	1,452	(8)	(0.6%)
Total Employment Expenses	7,119	7,282	2.3%	7,550	(268)	(3.6%)
Medical & Other Supplies	3,091	2,856	(7.6%)	3,126	(269)	(8.6%)
Physician Fees	10,728	12,082	12.6%	12,859	(777)	(6.0%)
Purchased Services	583	632	8.5%	325	308	94.8%
Repairs & Maintenance	984	948	(3.6%)	1,311	(363)	(27.7%)
Utilities	243	193	(20.5%)	211	(18)	(8.7%)
Rents & Leases	1,370	1,338	(2.3%)	1,434	(96)	(6.7%)
Depreciation & Amortization	588	554	(5.8%)	528	26	4.9%
Interest Expense	13	6	(51.7%)	12	(6)	(49.1%)
Other Expense	821	901	9.7%	919	(19)	(2.0%)
Total Operating Expenses	25,538	26,793	4.9%	28,276	(1,484)	(5.2%)
Excess Margin	(\$3,712)	(\$4,274)	(15.2%)	(\$4,461)	\$187	4.2%
Excess Margin %	(17.0%)	(19.0%)		(18.7%)		

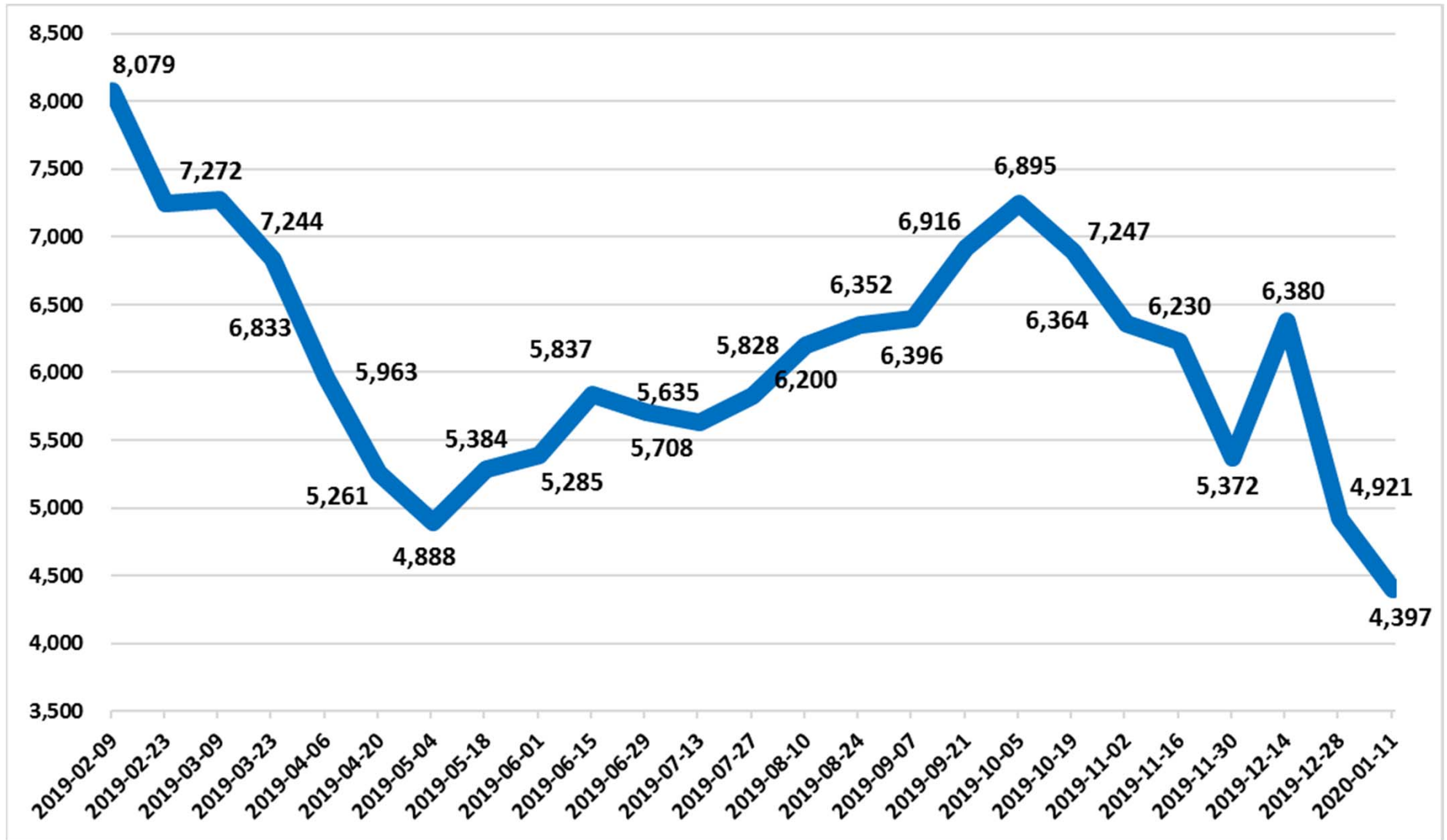
Highlights – Budget Variances

December

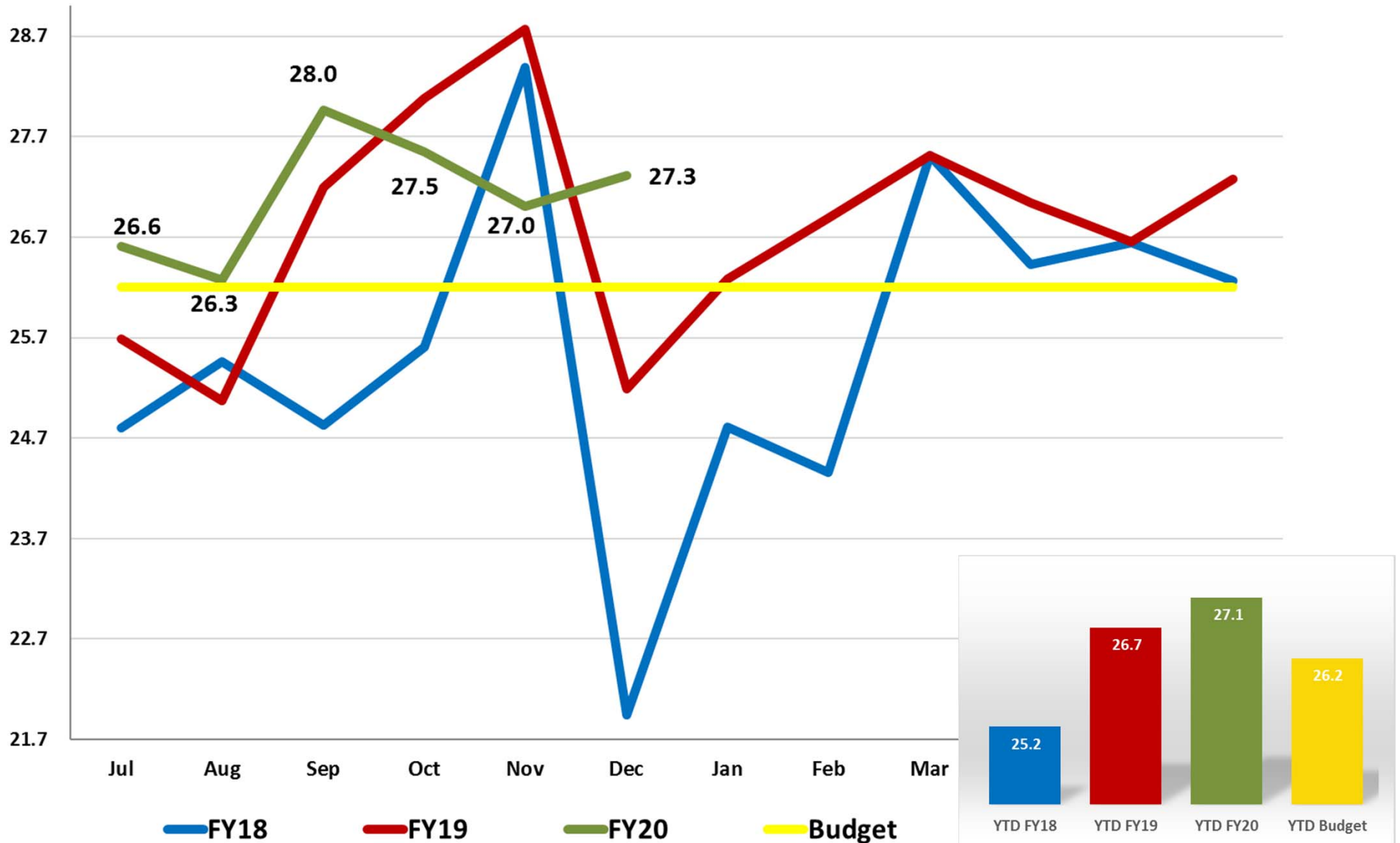
- **Net Patient Revenue:** The primary reason for the \$595K favorable variance in December is due to the recognition of \$485K Medicare payment for Acute Rehabilitation probe audit settlement.
- **Other Operating Revenue:** The favorable variance of \$306K in December is due to the timing of recognition of income from joint ventures as well as a favorable variance in retail pharmacy revenue.
- **Operating Expenses, Medical and other supplies:** \$1.1M unfavorable variance in December
 1. Prosthesis and chargeable supplies - \$495K unfavorable variance due to timing of invoices paid, inventory adjustment.
 2. Medical surgical supplies - \$304K unfavorable variance (mainly cardiac and surgical areas) primarily due to the increase in volume of cases.
 3. Minor medical equipment - \$223K unfavorable variance due to the close out of various construction projects and also the purchase of Alaris pumps.
- **Operating Expenses, Physician fees:** Experienced a \$795K favorable variance in December due to lower patient volumes at KDMF (\$400K) and favorable collections on physician service agreements.

Contract Labor Hours

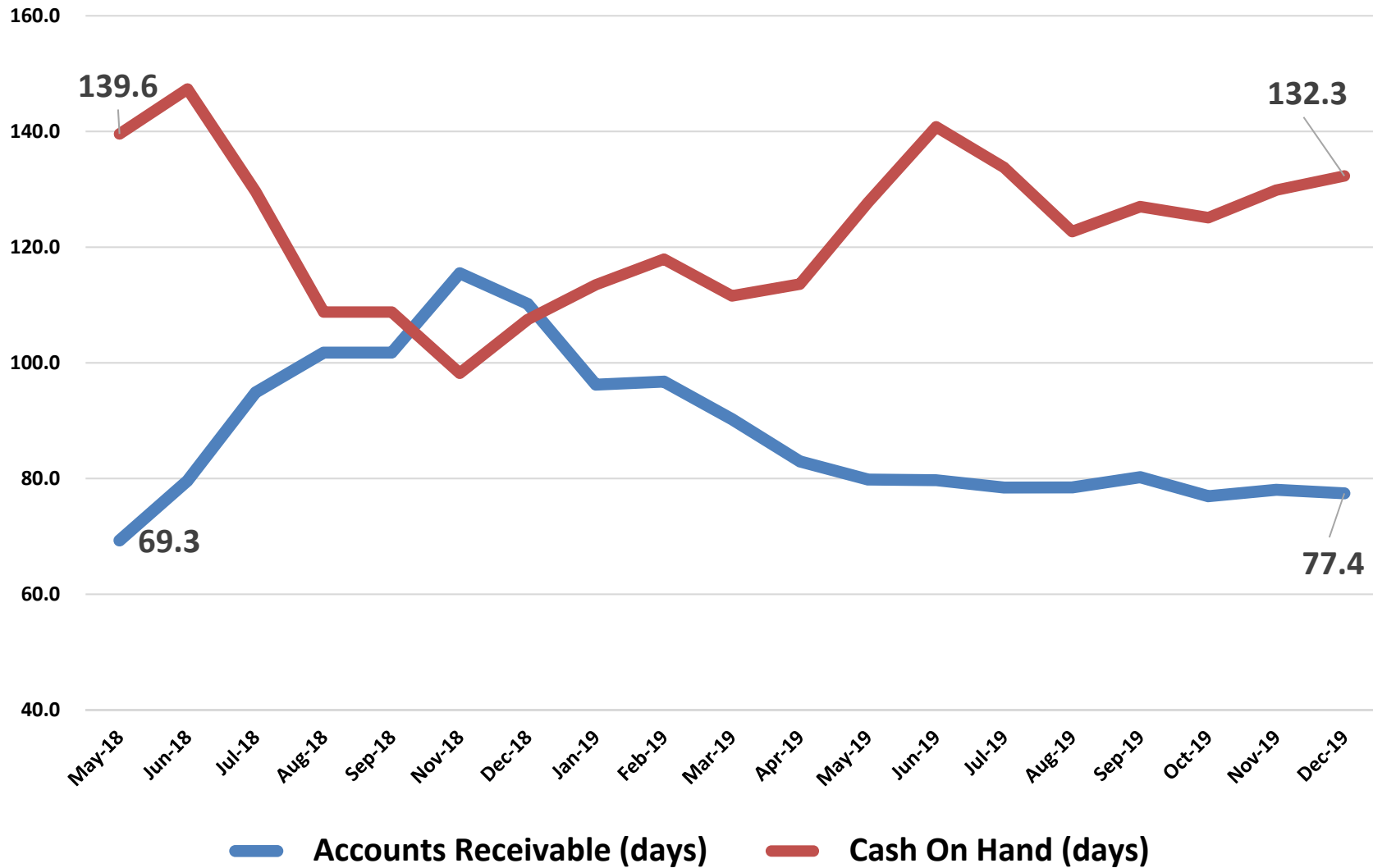
Note: as of 1/15/2020 there were 37 RN, 22 Clerical, 6 Techs active. Pending 8 to start and 12 open requests



Productivity: Worked Hours/Adjusted Patient Days



Trended Liquidity Ratios



Operation Bottom Line FY 2020

- Legal Expense
- Consultant Expense
- Professional Billing / Fees
- Employee Benefits (complete)
- Clinical Education
- Telephone
- Credit Cards (rebate component complete)
- Purchase Services: Forms, Medical Waste, Scrubs, Fleet, Courier, Landscaping, Shredding, IT
- Implant Review & Process (implant review complete)
- Supply Costs / Custom Packs
- Charge Master Update (complete)
- PAR Level analysis (complete)
- UDC – Underpayment / Denials Committee
- Service Line Analysis

Ongoing Progress

Material Mgmt Savings Initiative

Calendar 2019 - Represents 93 projects

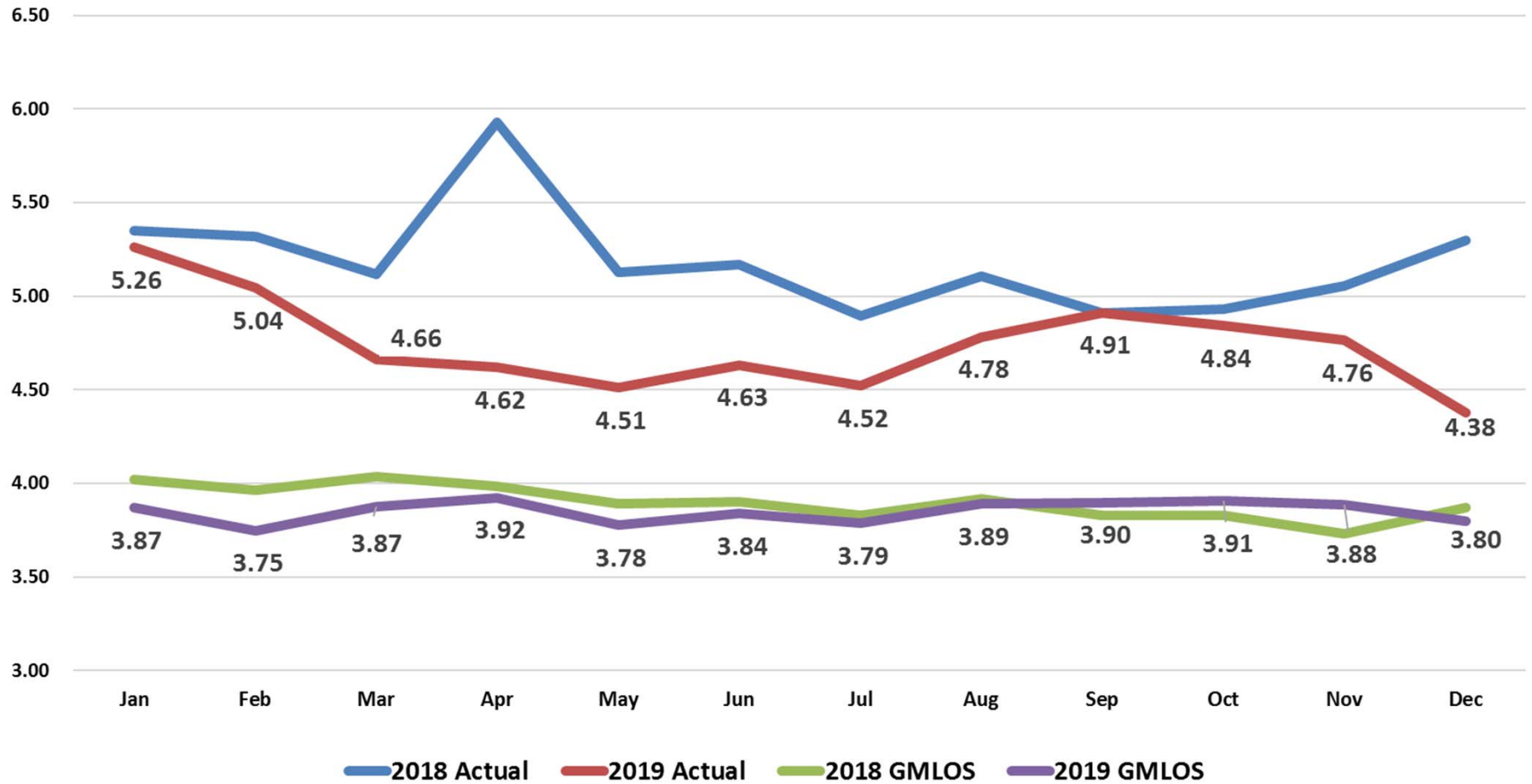
One Time Savings/Credit	Annual Cost Avoidance	Annual Savings	Go Live Date
\$ 1,093,684	\$ 1,592,725	\$ 2,364,528	\$ 5,050,936

Kaweah Delta Supply Analysis			
FY 2020 - 6 month report			
	FY19 Total	FY20 Total	Budget FY20
Adjusted Patient Days	153,313	152,787	152,998
Gross patient revenue	\$ 1,113,823,902	\$ 1,177,530,935	\$ 1,184,558,500
Net patient revenue	\$ 284,237,263	\$ 303,204,401	\$ 304,602,500
Supplies expense per adjusted patient day	\$ 368	\$ 361	\$ 343
Supplies expense as pct of gross patient revenue	5.1%	4.7%	4.4%
Supplies expense as pct of net patient revenue	19.8%	18.2%	17.2%
<i>Supply expense EROE - CO#1 (Supply Cost + Pharm)</i>	\$ 56,370,812	\$ 55,092,510	\$ 52,480,000

Saving Initiative Examples

Reprocessing - \$366K	BD Lab price discrepancy - \$89K	Durapore tape VAC - \$2K	LMA products VAC - \$6K
DME - \$123K	Beckman Coulter new tier - \$9K	Edwards sourcing - \$28K	Medline price discrepancy - \$15K
Shredding Contract - \$30K	Bioseal sourcing - \$7K	EHOB Products change VAC - \$81K	Mesh change VAC - \$62K
Capital Negotiations \$326K	Cannula change VAC - \$2K	Encompass price discrepancy - \$23K	Neotech new tier - \$2K
5 hole paper switch vendors – \$32K	Cardinal price discrepancy - \$16K	Ethicon price discrepancy - \$35K	Optifreight new tier - \$2K
Acist price discrepancy \$33K	Cath IC and CRM \$1.3M	Exam gloves price discrepancy - \$12K	Photofix patch VAC \$1K
Actim Prom VAC - \$14K	Clip applicer price discrepancy - \$98K	Gravity set VAC – \$7K	Service contract negotiations \$160K
Adhesive tape remover VAC -\$3K	Compression sleeves new tier - \$36K	Hovermat conversion VAC - \$74K	Sternal new tier \$31K
Allergan new tier - \$10K	Convatec price discrepancy - \$15K	Huber needles new tier \$7K	Stethoscopes change VAC - \$7K
Ambu price discrepancy - \$4K	Credits urology items - \$27K	IM system VAC – \$4K	Surgical incontinence new price tier - \$19K

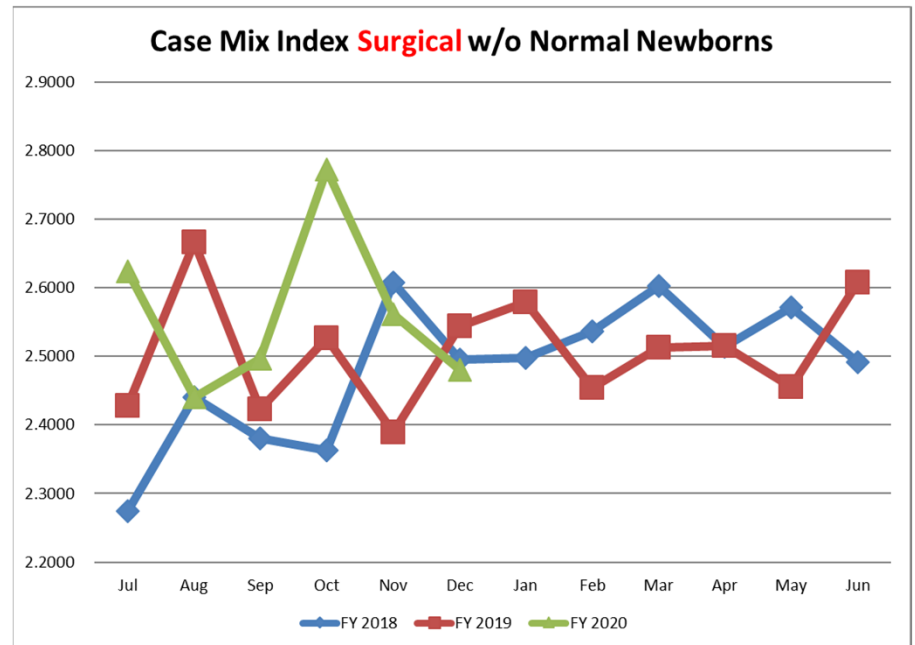
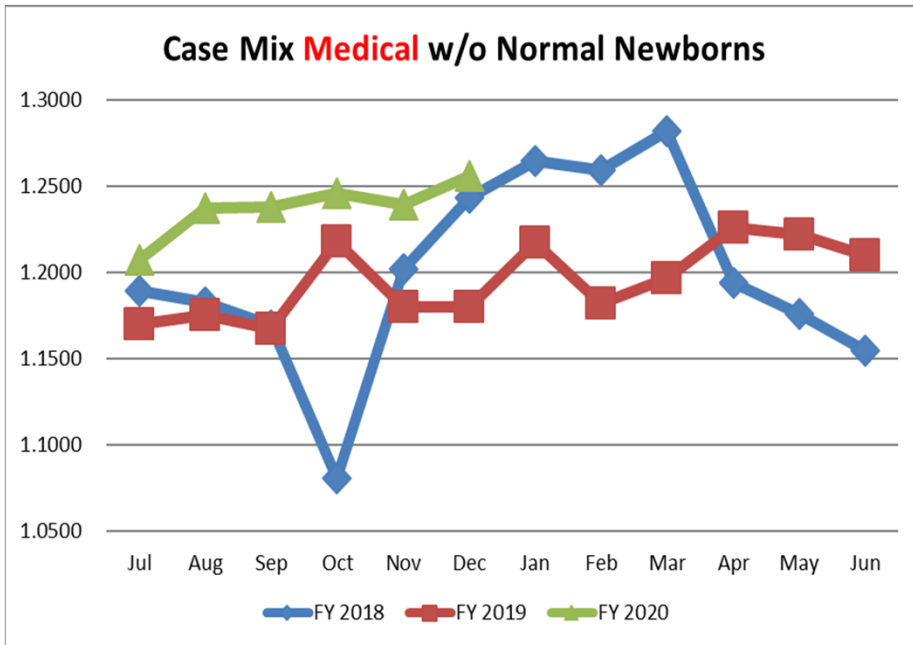
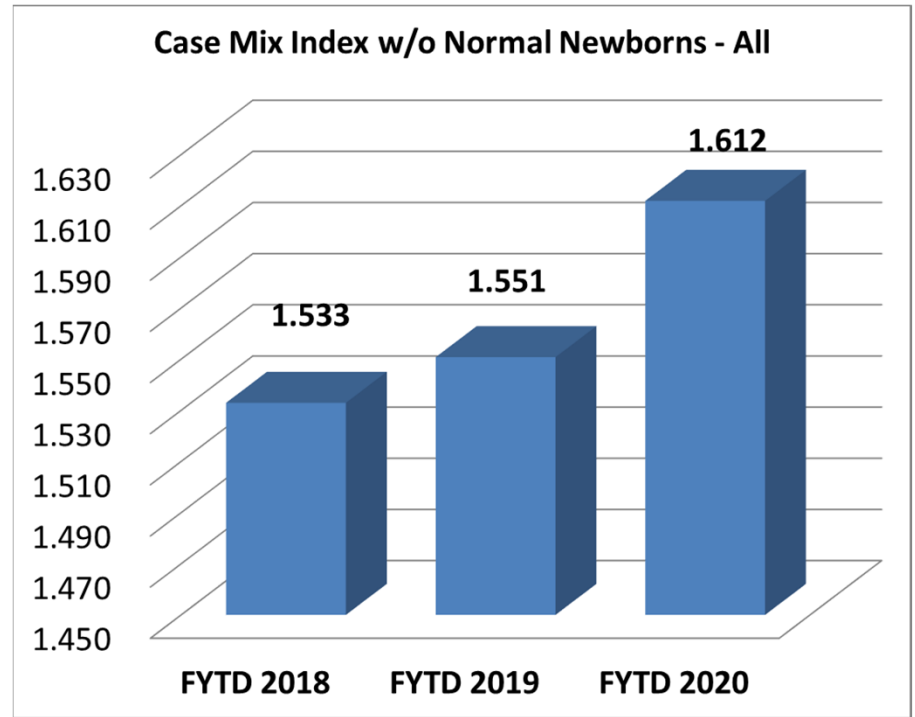
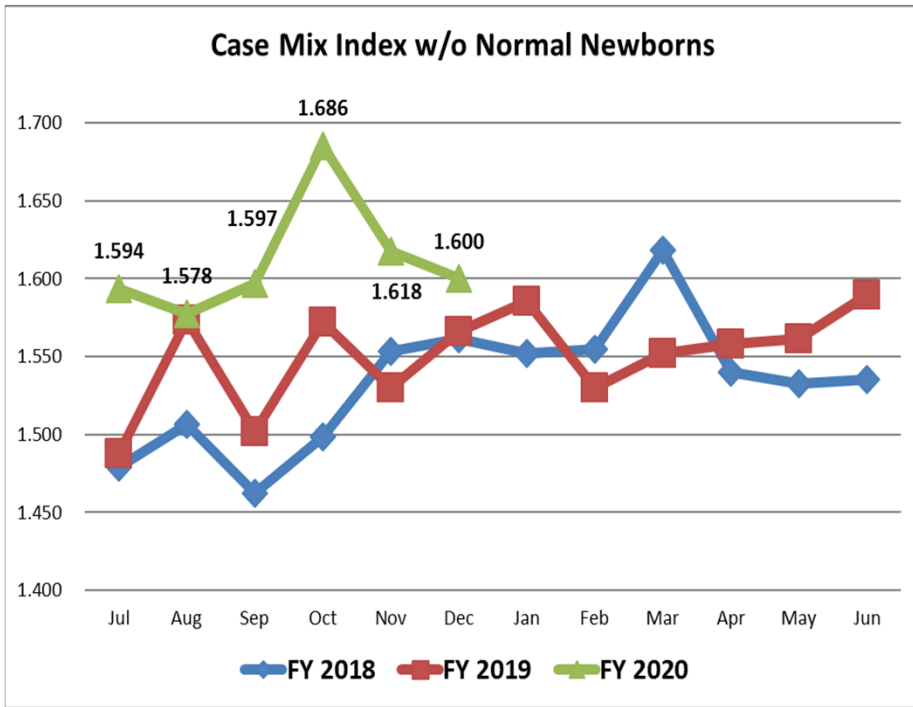
Average Length of Stay versus National Average (GMLOS)



Opportunity Cost for Reducing LOS to National Average (GMLOS)

Note: 14.8M Total annual costs decrease = 34.9M 2019 vs \$49.7M 2018





2020 Revenue Bond Funding Highlights

- Private Placement with Signature Public Funding: 15 year term, 8.75 year average life, 2.37% fixed rate. Anticipated closing date is on or before 1/31/2020.
- Reason: To fund capital projects at tax exempt rates which yield a lower cost of capital than traditional lease or bank financing. Secured by District revenues.
- Series A: Government Bond - \$8.2M to fund surgical robot and FY2020 capital including PET CT, Laboratory, Cardiac Cath Lab, and Radiology equipment.
- Series B: 501c(3) Bond - \$6.8M to fund Tulare Clinic (TEFRA Hearings required – City of Tulare and District)

KAWEAH DELTA HEALTH CARE DISTRICT

CONSOLIDATED INCOME STATEMENT (000's)

FISCAL YEAR 2019 & 2020

Fiscal Year	Operating Revenue			Operating Expenses					Operating Expenses Total	Operating Income	Non-Operating Income	Net Income	Operating Margin %	Excess Margin
	Net Patient Revenue	Other Operating Revenue	Operating Revenue Total	Personnel Expense	Physician Fees	Supplies Expense	Other Operating Expense							
2019														
Jul-18	49,124	11,390	60,514	30,147	6,300	9,585	12,701	58,733	1,781	434	2,215	2.9%	3.6%	
Aug-18	52,124	11,439	63,563	31,602	7,668	10,624	12,980	62,874	689	482	1,171	1.1%	1.8%	
Sep-18	46,634	11,659	58,293	29,835	6,524	8,862	13,361	58,582	(289)	912	624	(0.5%)	1.1%	
Oct-18	48,769	11,644	60,413	32,849	7,145	9,867	13,066	62,927	(2,514)	345	(2,169)	(4.2%)	(3.6%)	
Nov-18	43,870	18,365	62,235	31,066	7,310	10,195	13,900	62,470	(235)	449	214	(0.4%)	0.3%	
Dec-18	43,717	14,732	58,449	31,115	7,023	10,329	12,736	61,202	(2,754)	614	(2,140)	(4.7%)	(3.6%)	
Jan-19	44,312	18,178	62,489	34,290	6,624	8,909	13,104	62,927	(438)	460	22	(0.7%)	0.0%	
Feb-19	45,261	15,334	60,595	30,249	6,989	9,473	13,280	59,991	604	565	1,169	1.0%	1.9%	
Mar-19	48,012	18,073	66,085	32,229	6,775	9,219	13,606	61,830	4,255	3,325	7,580	6.4%	10.9%	
Apr-19	45,828	17,318	63,146	31,272	7,105	9,209	15,748	63,334	(188)	604	416	(0.3%)	0.7%	
May-19	47,078	18,515	65,594	32,104	8,403	9,728	13,265	63,501	2,093	585	2,678	3.2%	4.0%	
Jun-19	47,183	24,376	71,558	29,357	7,655	6,865	15,114	58,992	12,566	3,562	16,128	17.6%	21.5%	
2019 FY Total	\$ 561,911	\$ 191,023	\$ 752,933	\$ 376,115	\$ 85,521	\$ 112,866	\$ 162,861	\$ 737,363	\$ 15,570	\$ 12,337	\$ 27,907	2.1%	3.6%	
2020														
Jul-19	51,799	13,802	65,601	32,948	7,266	8,683	13,597	62,494	3,107	744	3,852	4.7%	5.8%	
Aug-19	50,243	13,937	64,181	33,307	7,284	9,986	14,583	65,160	(980)	662	(318)	(1.5%)	(0.5%)	
Sep-19	48,185	13,994	62,179	31,582	7,486	8,571	14,182	61,822	356	4,429	4,785	0.6%	7.2%	
Oct-19	52,165	13,896	66,061	33,546	8,287	10,551	14,477	66,862	(801)	774	(27)	(1.2%)	(0.0%)	
Nov-19	49,354	12,823	62,177	31,690	6,974	9,635	13,616	61,916	261	699	960	0.4%	1.5%	
Dec-19	51,458	13,542	65,001	32,939	7,113	10,521	13,476	64,049	951	726	1,678	1.5%	2.6%	
2020 FY Total	\$ 303,204	\$ 81,994	\$ 385,199	\$ 196,012	\$ 44,411	\$ 57,949	\$ 83,931	\$ 382,303	\$ 2,896	\$ 8,034	\$ 10,930	0.8%	2.8%	
FYTD Budget	305,874	78,703	384,577	191,324	47,474	56,148	81,373	376,319	8,258	3,985	12,243	2.1%	3.2%	
Variance	\$ (2,670)	\$ 3,291	\$ 622	\$ 4,688	\$ (3,062)	\$ 1,800	\$ 2,557	\$ 5,983	\$ (5,362)	\$ 4,049	\$ (1,313)			
Current Month Analysis														
Dec-19	\$ 51,458	\$ 13,542	\$ 65,001	\$ 32,939	\$ 7,113	\$ 10,521	\$ 13,476	\$ 64,049	\$ 951	\$ 726	\$ 1,678	1.5%	2.6%	
Budget	50,863	12,727	63,590	32,277	7,909	9,428	13,459	63,073	516	670	1,187	0.8%	1.8%	
Variance	\$ 595	\$ 816	\$ 1,411	\$ 661	\$ (795)	\$ 1,093	\$ 16	\$ 976	\$ 435	\$ 56	\$ 491			

KAWEAH DELTA HEALTH CARE DISTRICT

FISCAL YEAR 2019 & 2020

Fiscal Year	Patient		Adjusted	I/P	DFR &	Net Patient	Personnel	Physician	Supply	Total	Personnel	Physician	Supply	Total
	Days	ADC	Patient		Bad	Revenue/	Expense/	Fees/	Expense/	Operating	Expense/	Fees/	Expense/	Operating
			Days	Revenue %	Debt %	Ajusted	Ajusted	Ajusted	Ajusted	Ajusted	Net Patient	Net Patient	Net Patient	Net Patient
						Patient Day	Patient Day	Patient Day	Patient Day	Patient Day	Revenue	Revenue	Revenue	Revenue
2019														
Jul-18	14,096	455	26,287	53.6%	72.4%	1,869	1,147	240	365	2,234	61.4%	12.8%	19.5%	119.6%
Aug-18	14,569	470	28,016	52.0%	76.0%	1,861	1,128	274	379	2,244	60.6%	14.7%	20.4%	120.6%
Sep-18	13,052	435	24,371	53.6%	73.5%	1,914	1,224	268	364	2,404	64.0%	14.0%	19.0%	125.6%
Oct-18	13,744	443	25,579	53.7%	73.5%	1,907	1,284	279	386	2,460	67.4%	14.7%	20.2%	129.0%
Nov-18	13,013	434	23,625	55.1%	74.9%	1,857	1,315	309	432	2,644	70.8%	16.7%	23.2%	142.4%
Dec-18	13,497	435	25,399	53.1%	76.2%	1,721	1,225	277	407	2,410	71.2%	16.1%	23.6%	140.0%
Jan-19	13,671	441	26,407	51.8%	76.9%	1,678	1,299	251	337	2,383	77.4%	14.9%	20.1%	142.0%
Feb-19	12,584	449	23,811	52.8%	75.9%	1,901	1,270	294	398	2,519	66.8%	15.4%	20.9%	132.5%
Mar-19	13,707	442	26,032	52.7%	76.9%	1,844	1,238	260	354	2,375	67.1%	14.1%	19.2%	128.8%
Apr-19	13,162	439	25,125	52.4%	76.9%	1,824	1,245	283	367	2,521	68.2%	15.5%	20.1%	138.2%
May-19	13,440	434	26,367	51.0%	75.3%	1,785	1,218	319	369	2,408	68.2%	17.8%	20.7%	134.9%
Jun-19	12,547	418	24,234	51.8%	75.6%	1,947	1,211	316	283	2,434	62.2%	16.2%	14.6%	125.0%
2019 FY Total	161,082	441	305,353	52.8%	75.4%	1,840	1,232	280	370	2,415	66.9%	15.2%	20.1%	131.2%
2020														
Jul-19	12,744	411	25,329	50.3%	73.8%	2,045	1,301	287	343	2,467	63.6%	14.0%	16.8%	120.6%
Aug-19	13,240	427	26,654	49.7%	74.8%	1,885	1,250	273	375	2,445	66.3%	14.5%	19.9%	129.7%
Sep-19	12,712	424	25,104	50.6%	74.1%	1,919	1,258	298	341	2,463	65.5%	15.5%	17.8%	128.3%
Oct-19	12,924	417	26,070	49.6%	74.6%	2,001	1,287	318	405	2,565	64.3%	15.9%	20.2%	128.2%
Nov-19	12,260	409	24,515	50.0%	74.4%	2,013	1,293	285	393	2,526	64.2%	14.1%	19.5%	125.5%
Dec-19	12,993	419	25,116	51.7%	73.8%	2,049	1,311	283	419	2,550	64.0%	13.8%	20.4%	124.5%
2020 FY Total	76,873	418	152,784	50.3%	74.3%	1,985	1,283	291	379	2,502	64.6%	14.6%	19.1%	126.1%
FYTD Budget	82,275	447	158,730	51.8%	74.4%	1,927	1,205	299	354	2,463	62.6%	15.5%	18.4%	123.0%
Variance	(5,402)	(29)	(5,946)	(1.5%)	(0.1%)	58	78	(8)	26	39	2.1%	(0.9%)	0.8%	3.1%
Current Month Analysis														
Dec-19	12,993	419	25,116	51.7%	73.8%	2,049	1,311	283	419	2,550	64.0%	13.8%	20.4%	124.5%
Budget	14,120	455	27,082	52.1%	74.7%	1,878	1,192	292	348	2,511	63.5%	15.5%	18.5%	124.0%
Variance	(1,127)	(36)	(1,966)	(0.4%)	(0.9%)	171	120	(9)	71	39	0.6%	(1.7%)	1.9%	0.5%

KAWEAH DELTA HEALTH CARE DISTRICT

RATIO ANALYSIS REPORT

DECEMBER 31, 2019

	Current Month Value	Prior Month Value	June 30, 2019 Audited Value	2018 Moody's Median Benchmark		
				Aa	A	Baa
LIQUIDITY RATIOS						
Current Ratio (x)	2.8	2.6	2.0	1.6	1.9	2.1
Accounts Receivable (days)	77.4	78.0	79.6	47.6	45.9	44.4
Cash On Hand (days)	132.3	129.9	147.3	257.6	215.1	158.0
Cushion Ratio (x)	18.0	17.7	18.2	36.2	22.5	14.4
Average Payment Period (days)	45.4	46.5	52.6	73.1	59.2	59.2
CAPITAL STRUCTURE RATIOS						
Cash-to-Debt	117.6%	115.4%	114.2%	228.8%	167.7%	119.7%
Debt-To-Capitalization	31.1%	31.3%	33.6%	26.9%	32.2%	40.4%
Debt-to-Cash Flow (x)	4.1	4.0	4.5	2.3	2.9	3.8
Debt Service Coverage	3.5	3.6	3.5	6.6	5.2	3.3
Maximum Annual Debt Service Coverage (x)	3.5	3.6	3.6	6.6	4.7	3.2
Age Of Plant (years)	13.0	12.9	13.3	10.3	11.8	12.1
PROFITABILITY RATIOS						
Operating Margin	0.8%	0.6%	3.3%	3.2%	2.2%	0.7%
Excess Margin	2.8%	2.8%	3.6%	7.0%	5.0%	2.6%
Operating Cash Flow Margin	5.3%	5.2%	7.6%	9.1%	8.5%	6.8%
Return on Assets	2.4%	2.4%	3.1%	5.0%	3.9%	2.6%

**KAWEAH DELTA HEALTH CARE DISTRICT
CONSOLIDATED STATEMENTS OF NET POSITION (000's)**

	Dec-19	Nov-19	Change	% Change	Jun-19 (Audited)
ASSETS AND DEFERRED OUTFLOWS					
CURRENT ASSETS					
Cash and cash equivalents	\$ 18,191	\$ 8,822	\$ 9,369	106.20%	\$ 4,220
Current Portion of Board designated and trusted assets	13,907	16,988	(3,081)	(18.14%)	12,577
Accounts receivable:					
Net patient accounts	139,339	139,162	176	0.13%	146,605
Other receivables	10,797	9,929	868	8.74%	13,907
	150,136	149,091	1,045	0.70%	160,512
Inventories	10,166	10,410	(244)	(2.34%)	10,479
Medicare and Medi-Cal settlements	48,332	47,736	597	1.25%	30,759
Prepaid expenses	11,159	10,653	506	4.75%	11,510
Total current assets	251,890	243,699	8,191	3.36%	230,057
NON-CURRENT CASH AND INVESTMENTS -					
less current portion					
Board designated cash and assets	256,884	262,283	(5,399)	(2.06%)	278,883
Revenue bond assets held in trust	30,839	33,673	(2,833)	(8.41%)	33,569
Assets in self-insurance trust fund	4,256	4,249	8	0.18%	4,209
Total non-current cash and investments	291,980	300,205	(8,225)	(2.74%)	316,662
CAPITAL ASSETS					
Land	16,989	16,989	-	0.00%	16,137
Buildings and improvements	361,100	360,502	598	0.17%	356,887
Equipment	275,073	274,811	263	0.10%	275,513
Construction in progress	51,225	50,306	919	1.83%	42,299
	704,387	702,608	1,779	0.25%	690,836
Less accumulated depreciation	369,835	367,462	2,373	0.65%	357,681
	334,551	335,145	(594)	(0.18%)	333,155
Property under capital leases - less accumulated amortization	2,750	2,826	(76)	(2.68%)	3,204
Total capital assets	337,302	337,971	(670)	(0.20%)	336,359
OTHER ASSETS					
Property not used in operations	1,712	1,716	(4)	(0.25%)	3,724
Health-related investments	7,450	7,227	222	3.08%	7,537
Other	10,456	10,461	(5)	(0.05%)	9,706
Total other assets	19,617	19,404	213	1.10%	20,967
Total assets	900,789	901,279	(490)	(0.05%)	904,045
DEFERRED OUTFLOWS					
	(2,568)	(2,530)	(38)	1.50%	(2,340)
Total assets and deferred outflows	\$ 898,221	\$ 898,749	\$ (528)	(0.06%)	\$ 901,704

KAWEAH DELTA HEALTH CARE DISTRICT
CONSOLIDATED STATEMENTS OF NET POSITION (000's)

	Dec-19	Nov-19	Change	% Change	Jun-19 (Audited)
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Accounts payable and accrued expenses	\$ 26,728	\$ 31,983	\$ (5,255)	(16.43%)	\$ 35,319
Accrued payroll and related liabilities	55,517	52,409	3,108	5.93%	59,163
Long-term debt, current portion	8,330	8,523	(193)	(2.26%)	9,360
Total current liabilities	90,575	92,915	(2,340)	(2.52%)	103,842
LONG-TERM DEBT, less current portion					
Bonds payable	256,560	256,617	(57)	(0.02%)	258,553
Capital leases	61	68	(7)	(10.95%)	174
Total long-term debt	256,621	256,685	(64)	(0.03%)	258,727
NET PENSION LIABILITY	28,642	29,076	(435)	(1.49%)	31,249
OTHER LONG-TERM LIABILITIES	31,669	31,160	509	1.63%	28,647
Total liabilities	407,507	409,836	(2,329)	(0.57%)	422,465
NET ASSETS					
Invested in capital assets, net of related debt	106,575	109,855	(3,279)	(2.99%)	105,427
Restricted	32,239	35,938	(3,699)	(10.29%)	30,090
Unrestricted	351,900	343,121	8,779	2.56%	343,722
Total net position	490,714	488,913	1,801	0.37%	479,239
Total liabilities and net position	\$ 898,221	\$ 898,749	\$ (528)	(0.06%)	\$ 901,704

**KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019**

Board designated funds	Maturity	Yield	Investment	G/L	Amount	Total
	Date		Type	Account		
LAIF		2.04	Various		65,595,994	
CAMP		1.77	CAMP		3,360,142	
PFM	31846V203	0.02	Money market		246,565	
Wells Cap	31846V203	0.02	Money market		107,939	
Torrey Pines Bank	5-Mar-20	1.00	CD	Torrey Pines Bank	3,022,660	
PFM	8 16-Oct-20	3.39	CD	Sumito MTSU	805,000	
PFM	8 16-Nov-20	2.27	CD	Swedbank	1,800,000	
PFM	2 8-Jan-21	2.35	MTN-C	John Deere	750,000	
Wells Cap	2 8-Jan-21	2.55	MTN-C	John Deere	740,000	
PFM	4 20-Jan-21	1.80	MTN-C	IBM	900,000	
PFM	8 16-Feb-21	1.73	ABS	Toyota Auto Recvcs	39,086	
Wells Cap	C 23-Feb-21	2.25	MTN-C	Apple, Inc	615,000	
PFM	8 12-Mar-21	2.75	MTN-C	Texas Instruments	180,000	
Wells Cap	8 12-Mar-21	2.75	MTN-C	Texas Instruments	630,000	
Wells Cap	8 15-Mar-21	1.71	ABS	Smart Trust	184,023	
PFM	1 1-Apr-21	2.80	Municipal	California ST	530,000	
Wells Cap	1 1-Apr-21	2.63	Municipal	California ST High	1,250,000	
Wells Cap	7 1-Apr-21	3.54	Municipal	Sacramento Ca Public	1,200,000	
PFM	2 2-Apr-21	2.83	CD	Credit Agricole CD	825,000	
Wells Cap	8 13-Apr-21	2.95	MTN-C	Toyota Motor	350,000	
Wells Cap	8 13-Apr-21	2.95	MTN-C	Toyota Motor	600,000	
PFM	4 15-Apr-21	1.29	ABS	Hyundai Auto	49,943	
PFM	C 15-Apr-21	2.50	MTN-C	Bank of NY	900,000	
Wells Cap	C 19-Apr-21	2.63	MTN-C	Bank of America	435,000	
Wells Cap	C 19-Apr-21	2.63	MTN-C	Bank of America	600,000	
PFM	€ 21-Apr-21	2.50	MTN-C	Morgan Stanley	450,000	
PFM	€ 21-Apr-21	2.50	MTN-C	Morgan Stanley	450,000	
Wells Cap	€ 21-Apr-21	2.50	MTN-C	Morgan Stanley	750,000	
Wells Cap	€ 29-Apr-21	2.15	MTN-C	PNC Bank	525,000	
Wells Cap	€ 29-Apr-21	2.15	MTN-C	PNC Bank	400,000	
PFM	C 5-May-21	2.25	MTN-C	American Express	450,000	
PFM	C 10-May-21	2.05	MTN-C	BB T Corp	450,000	
Wells Cap	1 17-May-21	2.65	MTN-C	Caterpillar Finl Mtn	700,000	
PFM	8 19-May-21	1.95	MTN-C	State Street Corp	245,000	
Wells Cap	8 21-May-21	3.25	MTN-C	Charles Schwab Corp	1,300,000	
PFM	9 24-May-21	4.13	MTN-C	US Bancorp	900,000	
Wells Cap	3 14-Jun-21	2.25	MTN-C	Fifth Third Bank	800,000	
PFM	3 15-Jun-21	1.67	ABS	Ford Credit Auto	78,571	
Wells Cap	7 1-Jul-21	2.39	Municipal	San Francisco	935,000	
PFM	3 14-Jul-21	1.13	U.S. Govt Agency	FHLB	950,000	
PFM	4 23-Jul-21	2.75	Supra-National Age	Intl Bk	1,800,000	
PFM	9 31-Jul-21	1.75	U.S. Govt Agency	US Treasury Bill	1,000,000	
Wells Cap	7 1-Aug-21	1.94	Municipal	San Diego Ca Community	500,000	
PFM	4 16-Aug-21	1.76	ABS	Hyundai Auto	143,926	
Wells Cap	7 1-Sep-21	2.25	MTN-C	Ryder System Inc	420,000	
PFM	3 15-Sep-21	6.72	ABS	FHLMC	91	
PFM	6 15-Sep-21	1.90	MTN-C	Oracle Corp	900,000	
PFM	1 20-Sep-21	1.85	MTN-C	Cisco Systems Inc	800,000	

**KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019**

Wells Cap	3	25-Sep-21	2.99	ABS	FHLMC	1,297,532
PFM	7	6-Oct-21	1.70	MTN-C	Pepsico Inc	1,320,000
PFM	4	15-Oct-21	1.82	ABS	John Deere	163,220
PFM	9	31-Oct-21	1.25	U.S. Govt Agency	US Treasury Bill	290,000
PFM	9	31-Oct-21	2.00	U.S. Govt Agency	US Treasury Bill	1,520,000
PFM	8	15-Nov-21	2.00	ABS	Toyota Auto Recvrs	175,955
PFM	9	30-Nov-21	1.88	U.S. Govt Agency	US Treasury Bill	1,200,000
PFM	9	30-Nov-21	1.75	U.S. Govt Agency	US Treasury Bill	2,000,000
PFM	C	15-Dec-21	1.75	ABS	Ally Auto	181,889
PFM	9	31-Dec-21	2.13	U.S. Govt Agency	US Treasury Bill	3,600,000
PFM	2	15-Jan-22	1.63	MTN-C	Comcast Corp	450,000
PFM	8	18-Jan-22	1.93	ABS	Toyota Auto	495,915
Wells Cap	4	24-Jan-22	4.50	MTN-C	JP Morgan	1,300,000
Wells Cap	3	25-Jan-22	2.79	ABS	FHLMC	1,594,604
Wells Cap	C	7-Feb-22	2.60	MTN-C	Bank of NY	1,000,000
PFM	5	12-Feb-22	2.38	MTN-C	Microsoft Corp	450,000
Wells Cap	1	19-Feb-22	3.17	MTN-C	Citibank	500,000
PFM	6	8-Mar-22	3.30	MTN-C	PNC Funding Corp	494,000
PFM	C	1-Apr-22	2.75	MTN-C	BB T Corp	450,000
Wells Cap	C	1-Apr-22	1.70	Municipal	Bay Area Ca	1,000,000
Wells Cap	3	5-Apr-22	1.88	U.S. Govt Agency	FNMA	920,000
Wells Cap	9	15-Apr-22	2.25	U.S. Govt Agency	US Treasury Bill	900,000
Wells Cap	9	15-Apr-22	2.25	U.S. Govt Agency	US Treasury Bill	2,475,000
PFM	1	25-Apr-22	2.75	MTN-C	Citigroup	1,000,000
Wells Cap	6	25-Apr-22	2.40	MTN-C	National Rural	950,000
Wells Cap	3	26-Apr-22	3.00	MTN-C	Goldman Sachs	440,000
PFM	9	15-May-22	1.75	U.S. Govt Agency	US Treasury Bill	2,300,000
Wells Cap	9	15-May-22	3.28	Municipal	Univ Of CA	400,000
PFM	9	16-May-22	2.35	MTN-C	United Parcel	450,000
PFM	C	17-May-22	3.50	MTN-C	Bank of America	300,000
Wells Cap	2	18-May-22	2.30	MTN-C	Costco Wholesale	1,000,000
Wells Cap	9	23-May-22	2.65	MTN-C	US Bank NA	1,300,000
Wells Cap	1	25-May-22	2.20	MTN-C	Coca Cola Co	500,000
PFM	C	1-Jun-22	3.38	MTN-C	Blackrock Inc.	395,000
Wells Cap	3	14-Jun-22	1.88	U.S. Govt Agency	FFCB	2,600,000
Wells Cap	9	30-Jun-22	1.75	U.S. Govt Agency	US Treasury Bill	630,000
PFM	9	15-Jul-22	1.75	U.S. Govt Agency	US Treasury Bill	2,100,000
Wells Cap	9	15-Jul-22	1.75	U.S. Govt Agency	US Treasury Bill	900,000
Wells Cap	6	1-Aug-22	1.93	Municipal	Ohlone Ca Cmnty	800,000
Wells Cap	7	1-Aug-22	2.30	Municipal	Poway Ca Unif Sch	565,000
Wells Cap	9	15-Aug-22	1.50	U.S. Govt Agency	US Treasury Bill	580,000
PFM	3	25-Aug-22	2.31	ABS	FHLMC	390,000
PFM	6	26-Aug-22	1.85	CD	Nordea Bk Abb Ny CD	860,000
PFM	8	26-Aug-22	1.86	CD	Skandin Ens CD	845,000
PFM	9	31-Aug-22	1.88	U.S. Govt Agency	US Treasury Bill	1,280,000
Wells Cap	9	31-Aug-22	1.75	U.S. Govt Agency	US Treasury Bill	590,000
PFM	8	8-Sep-22	2.15	MTN-C	Toyota Motor	450,000
Wells Cap	3	9-Sep-22	2.00	U.S. Govt Agency	FHLB	300,000
Wells Cap	C	11-Sep-22	1.92	ABS	BMW Vehicle Owner	1,120,000
Wells Cap	C	11-Sep-22	1.70	MTN-C	Apple, Inc	600,000
Wells Cap	6	26-Sep-22	2.00	MTN-C	Paccar Financial Mtn	375,000
PFM	9	30-Sep-22	1.88	U.S. Govt Agency	US Treasury Bill	750,000
Wells Cap	3	5-Oct-22	2.00	U.S. Govt Agency	FNMA	950,000
Wells Cap	1	27-Oct-22	2.70	MTN-C	Citigroup	750,000
Wells Cap	9	31-Oct-22	2.00	U.S. Govt Agency	US Treasury Bill	3,150,000
Wells Cap	6	1-Nov-22	1.71	Municipal	Oregon ST	1,000,000
Wells Cap	9	15-Nov-22	1.63	U.S. Govt Agency	US Treasury Bill	700,000
PFM	9	15-Nov-22	1.63	U.S. Govt Agency	US Treasury Bill	1,000,000
Wells Cap	9	21-Nov-22	1.99	ABS	Volkswagon Auto	710,000
Wells Cap	9	30-Nov-22	2.00	U.S. Govt Agency	US Treasury Bill	2,770,000
PFM	2	2-Dec-22	2.04	CD	Dnb Bank Asa Ny CD	630,000
PFM	8	15-Dec-22	3.02	ABS	Toyota Auto	915,000
PFM	4	15-Dec-22	2.70	MTN-C	Intel Corp	415,000
PFM	3	27-Dec-22	2.28	U.S. Govt Agency	FNMA	632,883
PFM	9	31-Dec-22	2.13	U.S. Govt Agency	US Treasury Bill	1,180,000
Wells Cap	C	10-Jan-23	2.05	MTN-C	American Honda Mtn	1,000,000
PFM	5	17-Jan-23	3.03	ABS	Mercedes Benz Auto	565,000
PFM	1	20-Jan-23	2.49	ABS	Citibank Credit	1,900,000
Wells Cap	1	20-Jan-23	2.49	ABS	Citibank Credit	1,700,000
PFM	9	31-Jan-23	1.75	U.S. Govt Agency	US Treasury Bill	1,200,000
Wells Cap	9	31-Jan-23	2.38	U.S. Govt Agency	US Treasury Bill	350,000
Wells Cap	9	28-Feb-23	2.63	U.S. Govt Agency	US Treasury Bill	2,100,000
PFM	8	15-Mar-23	2.25	MTN-C	3M Company	540,000
PFM	C	15-Mar-23	2.75	MTN-C	Berkshire Hathaway	370,000

**KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019**

Wells Cap	€	15-Mar-23	3.06	ABS	Nissan Auto	1,642,596
Wells Cap	€	15-Mar-23	3.18	ABS	Toyota Auto	1,400,000
Wells Cap	4	20-Mar-23	2.83	ABS	Honda Auto	1,135,000
Wells Cap	7	1-Apr-23	1.85	Municipal	San Diego County	1,275,000
Wells Cap	€	20-Apr-23	3.38	ABS	Verizon Owner Trust	600,000
PFM	€	24-Apr-23	2.88	MTN-C	Bank of America	640,000
PFM	€	15-May-23	1.75	U.S. Govt Agency	US Treasury Bill	630,000
PFM	€	15-May-23	1.75	U.S. Govt Agency	US Treasury Bill	1,100,000
PFM	€	15-May-23	1.75	U.S. Govt Agency	US Treasury Bill	1,000,000
PFM	3	16-May-23	3.02	ABS	GM Financial	415,000
PFM	4	18-May-23	2.70	MTN-C	JP Morgan	1,000,000
PFM	€	26-Jun-23	3.40	MTN-C	Walmart Inc.	800,000
Wells Cap	7	1-Jul-23	1.89	Municipal	San Francisco	1,070,000
Wells Cap	4	17-Jul-23	2.91	ABS	John Deere	400,000
PFM	3	24-Jul-23	2.91	MTN-C	Goldman Sachs	900,000
PFM	3	25-Jul-23	3.20	ABS	FHLMC	230,117
PFM	1	1-Aug-23	2.00	Municipal	Chaffey Ca	265,000
PFM	7	1-Aug-23	2.00	Municipal	San Diego Ca Community	165,000
PFM	8	1-Aug-23	1.97	Municipal	Tamalpais Ca Union	370,000
Wells Cap	€	31-Aug-23	2.75	U.S. Govt Agency	US Treasury Bill	1,240,000
PFM	7	1-Sep-23	2.13	Municipal	San Jose Ca Ref	765,000
PFM	€	20-Sep-23	3.45	MTN-C	Toyota Motor	550,000
PFM	€	30-Sep-23	1.38	U.S. Govt Agency	US Treasury Bill	1,150,000
PFM	€	10-Oct-23	3.63	MTN-C	American Honda Mtn	395,000
PFM	€	31-Oct-23	1.63	U.S. Govt Agency	US Treasury Bill	4,280,000
Wells Cap	€	31-Oct-23	3.00	U.S. Govt Agency	US Treasury Bill	550,000
PFM	1	15-Nov-23	2.51	ABS	Capital One Prime	480,000
Wells Cap	1	15-Nov-23	2.51	ABS	Capital One Prime	900,000
Wells Cap	€	30-Nov-23	2.13	U.S. Govt Agency	US Treasury Bill	835,000
Wells Cap	€	30-Nov-23	2.13	U.S. Govt Agency	US Treasury Bill	700,000
Wells Cap	€	15-Dec-23	2.99	ABS	American Express	1,410,000
Wells Cap	€	20-Dec-23	2.33	ABS	Verizon Owner Trust	600,000
PFM	€	31-Dec-23	2.25	U.S. Govt Agency	US Treasury Bill	2,605,000
Wells Cap	€	1-Jan-24	2.12	Municipal	New York ST	585,000
PFM	€	23-Jan-24	3.50	MTN-C	PNC Financial	395,000
Wells Cap	€	31-Jan-24	2.50	U.S. Govt Agency	US Treasury Bill	3,575,000
PFM	3	5-Feb-24	2.50	U.S. Govt Agency	FNMA	1,110,000
PFM	3	13-Feb-24	2.50	U.S. Govt Agency	FHLB	1,220,000
PFM	€	29-Feb-24	2.38	U.S. Govt Agency	US Treasury Bill	2,110,000
Wells Cap	€	29-Feb-24	2.38	U.S. Govt Agency	US Treasury Bill	2,825,000
PFM	5	7-Mar-24	2.90	MTN-C	Merck Co Inc.	405,000
PFM	7	15-Mar-24	2.95	MTN-C	Pfizer Inc.	465,000
PFM	3	25-Mar-24	3.35	U.S. Govt Agency	FNMA	460,000
PFM	5	1-Apr-24	3.38	MTN-C	Mastercard Inc.	395,000
PFM	€	30-Apr-24	2.00	U.S. Govt Agency	US Treasury Bill	1,285,000
Wells Cap	€	30-Apr-24	2.25	U.S. Govt Agency	US Treasury Bill	500,000
PFM	€	15-May-24	2.50	U.S. Govt Agency	US Treasury Bill	425,000
PFM	€	15-May-24	2.50	U.S. Govt Agency	US Treasury Bill	950,000
Wells Cap	€	31-May-24	2.00	U.S. Govt Agency	US Treasury Bill	4,350,000
Wells Cap	€	31-May-24	2.00	U.S. Govt Agency	US Treasury Bill	500,000
Wells Cap	€	30-Jun-24	1.75	U.S. Govt Agency	US Treasury Bill	1,000,000
PFM	€	30-Jul-24	2.40	MTN-C	US Bancorp	415,000
Wells Cap	€	31-Jul-24	1.75	U.S. Govt Agency	US Treasury Bill	1,850,000
PFM	7	1-Aug-24	2.05	Municipal	San Diego Ca Community	80,000
PFM	8	1-Aug-24	2.02	Municipal	Tamalpais Ca Union	305,000
PFM	1	15-Aug-24	1.72	ABS	Capital One Multi	1,600,000
Wells Cap	3	16-Aug-24	2.02	MTN-C	Exxon Mobil	1,320,000
PFM	2	30-Aug-24	1.75	MTN-C	Walt Disney Co	780,000
PFM	1	6-Sep-24	1.75	MTN-C	Coca Cola Co	425,000
PFM	2	15-Oct-24	1.89	MTN-C	Discover Card	615,000
PFM	€	31-Oct-24	1.50	U.S. Govt Agency	US Treasury Bill	1,500,000
Wells Cap	€	31-Oct-24	1.50	U.S. Govt Agency	US Treasury Bill	650,000
Wells Cap	1	8-Nov-24	2.15	MTN-C	Caterpillar Finl Mtn	600,000
PFM	€	15-Nov-24	2.25	U.S. Govt Agency	US Treasury Bill	1,500,000
PFM	€	30-Nov-24	1.50	U.S. Govt Agency	US Treasury Bill	1,000,000
Wells Cap	€	30-Nov-24	1.50	U.S. Govt Agency	US Treasury Bill	700,000
Wells Cap	€	6-Dec-24	2.15	MTN-C	Branch Banking Trust	1,300,000
Wells Cap	€	31-Dec-24	1.75	U.S. Govt Agency	US Treasury Bill	1,000,000

\$ 243,432,651

**KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019**

	Maturity Date	Yield	Investment Type	G/L Account	Amount	Total
<u>Self-insurance trust</u>						
Wells Cap			Money market	110900	594,742	
Wells Cap			Fixed income - L/T	152300	<u>4,169,879</u>	4,764,621
<u>2012 revenue bonds</u>						
US Bank			Principal/Interest payment fund	142112	<u>2,145,189</u>	2,145,189
<u>2015A revenue bonds</u>						
US Bank			Principal/Interest payment fund	142115	<u>731,931</u>	731,931
<u>2015B revenue bonds</u>						
US Bank			Principal/Interest payment fund	142116	351,728	
US Bank			Project Fund	152442	<u>30,882,112</u>	31,233,840
<u>2017A/B revenue bonds</u>						
US Bank			Principal/Interest payment fund	142117	<u>353,212</u>	353,212
<u>2017C revenue bonds</u>						
US Bank			Principal/Interest payment fund	142118	<u>503,602</u>	503,602
<u>2014 general obligation bonds</u>						
LAIF			Interest Payment fund	152440	<u>1,690,723</u>	1,690,723
<u>Operations</u>						
Wells Fargo Bank	(Checking)	0.20	Checking	100000	(2,061,524)	
Wells Fargo Bank	(Savings)	0.20	Checking	100500	<u>16,988,629</u>	
					<u>14,927,105</u>	
<u>Payroll</u>						
Wells Fargo Bank	(Checking)	0.20	Checking	100100	(22,950)	
Wells Fargo Bank	(Checking)	0.20	Checking	100201	43,702	
Wells Fargo Bank			Checking	100205	1,995	
Bancorp	(Checking)		Checking	100202	<u>42,953</u>	
					<u>65,700</u>	14,992,805
Total investments					\$	<u>299,848,574</u>

**KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019**

Kaweah Delta Medical Foundation

Wells Fargo Bank	Checking	100050	\$	<u>2,340,487</u>
------------------	----------	--------	-----------	-------------------------

Sequoia Regional Cancer Center

Wells Fargo Bank	(Medical) Checking	100535	\$	344,524
Wells Fargo Bank	(Radiation) Checking	100530		-
				\$ <u>344,524</u>

Kaweah Delta Hospital Foundation

VCB Checking	Investments	100501	\$	455,088
Various	S/T Investments	142200		5,134,511
Various	L/T Investments	142300		10,874,051
Various	Unrealized G/L	142400		<u>1,945,246</u>
				\$ <u>18,408,896</u>

Summary of board designated funds:

Plant fund:

Uncommitted plant funds	\$ 185,419,895	142100
Committed for capital	<u>22,855,544</u>	142100
	208,275,439	
GO Bond reserve - L/T	2,055,720	142100
401k Matching	9,535,197	142100
Cost report settlement - current	2,135,384	142104
Cost report settlement - L/T	<u>1,312,727</u>	142100
	3,448,111	
Development fund/Memorial fund	104,184	112300
Workers compensation - current	5,390,000	112900
Workers compensation - L/T	<u>14,624,000</u>	113900
	20,014,000	
	\$ <u>243,432,651</u>	

	Total Investments	%	Trust Accounts	Surplus Funds	%
<u>Investment summary by institution:</u>					
Bancorp	\$ 42,953	0.0%		42,953	0.0%
CAMP	3,360,142	1.1%		3,360,142	1.3%
Local Agency Investment Fund (LAIF)	65,595,994	21.9%		65,595,994	25.4%
Local Agency Investment Fund (LAIF) - GOB Tax Rev	1,690,723	0.6%	1,690,723	-	0.0%
Wells Cap	92,136,315	30.7%	4,764,621	87,371,694	33.8%
PFM	84,082,161	28.0%		84,082,161	32.5%
Torrey Pines Bank	3,022,660	1.0%		3,022,660	1.2%
Wells Fargo Bank	14,949,852	5.0%		14,949,852	5.8%
US Bank	34,967,774	11.7%	34,967,774		0.0%
Total investments	\$ 299,848,574	100.0%	\$ 41,423,118	\$ 258,425,456	100.0%

**KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019**

<u>Investment summary of surplus funds by type:</u>		<u>Investment Limitations</u>
Negotiable and other certificates of deposit	\$ 8,787,660	\$ 77,528,000 (30%)
Checking accounts	14,992,805	
Local Agency Investment Fund (LAIF)	65,595,994	65,000,000
CAMP	3,360,142	
Medium-term notes (corporate) (MTN-C)	44,439,000	77,528,000 (30%)
U.S. government agency	83,517,883	
Municipal securities	13,060,000	
Money market accounts	354,504	51,685,000 (20%)
Asset Backed Securities	22,517,468	51,685,000 (20%)
Supra-National Agency	1,800,000	77,528,000 (30%)
	<u>\$ 258,425,456</u>	

Return on investment:

Current month	<u>2.95%</u>
Year-to-date	<u>2.38%</u>
Prospective	<u>2.06%</u>
LAIF (year-to-date)	<u>2.26%</u>
Budget	<u>2.28%</u>

Fair market value disclosure for the quarter ended December 31, 2019 (District only):

	<u>Quarter-to-date</u>	<u>Year-to-date</u>
Difference between fair value of investments and amortized cost (balance sheet effect)	N/A	\$ 2,038,814
Change in unrealized gain (loss) on investments (income statement effect)	\$ (365,506)	\$ 58,279

Investment summary of CDs:

Credit Agricole CD	\$ 825,000
Dnb Bank Asa Ny CD	630,000
Nordea Bk Abb Ny CD	860,000
Skandin Ens CD	845,000
Sumito Mtsu	805,000
Swedbank	1,800,000
Torrey Pines Bank	3,022,660
	<u>\$ 8,787,660</u>

KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019

Investment summary of asset backed securities:

Ally Auto	\$ 181,889
American Express	1,410,000
BMW Vehicle Owner	1,120,000
Capital One Multi	1,600,000
Capital One Prime	1,380,000
Citibank Credit	3,600,000
FHLMC	3,512,344
Ford Credit Auto	78,571
GM Financial	415,000
Honda Auto	1,135,000
Hyundai Auto	193,869
John Deere	563,220
Mercedes Benz Auto	565,000
Nissan Auto	1,642,596
Smart Trust	184,023
Toyota Auto	2,810,915
Toyota Auto Recvs	215,041
Verizon Owner Trust	1,200,000
Volkswagon Auto	710,000
	<u>\$ 22,517,468</u>

Investment summary of medium-term notes (corporate):

3M Company	\$ 540,000.00
American Express	450,000
American Honda Mtn	1,395,000
Apple, Inc	1,215,000
Bank of America	1,975,000
Bank of NY	1,900,000
BB T Corp	900,000
Berkshire Hathaway	370,000
Blackrock Inc.	395,000
Branch Banking Trust	1,300,000
Caterpillar Finl Mtn	1,300,000
Charles Schwab Corp	1,300,000
Cisco Systems Inc	800,000
Citibank	500,000
Citigroup	1,750,000
Coca Cola Co	925,000
Comcast Corp	450,000
Costco Wholesale	1,000,000
Discover Card	615,000
Exxon Mobil	1,320,000
Fifth Third Bank	800,000
Goldman Sachs	1,340,000
IBM	900,000
Intel Corp	415,000
John Deere	1,490,000
JP Morgan	2,300,000
Mastercard Inc.	395,000
Merck Co Inc.	405,000
Microsoft Corp	450,000
Morgan Stanley	1,650,000
National Rural	950,000
Oracle Corp	900,000
Paccar Financial Mtn	375,000
Pepsico Inc	1,320,000
Pfizer Inc.	465,000
PNC Bank	925,000
PNC Financial	395,000
PNC Funding Corp	494,000
Ryder System Inc	420,000
State Street Corp	245,000
Texas Instruments	810,000
Toyota Motor	1,950,000
United Parcel	450,000
US Bancorp	1,315,000
US Bank NA	1,300,000
Walmart Inc.	800,000
Walt Disney Co	780,000
	<u>\$ 44,439,000</u>

**KAWEAH DELTA HEALTH CARE DISTRICT
SUMMARY OF FUNDS
December 31, 2019**

Investment summary of U.S. government agency:

Federal National Mortgage Association (FNMA)	\$ 4,072,883
Federal Home Loan Bank (FHLB)	2,470,000
Federal Farmers Credit Bank (FFCB)	2,600,000
US Treasury Bill	74,375,000
	<u>\$ 83,517,883</u>

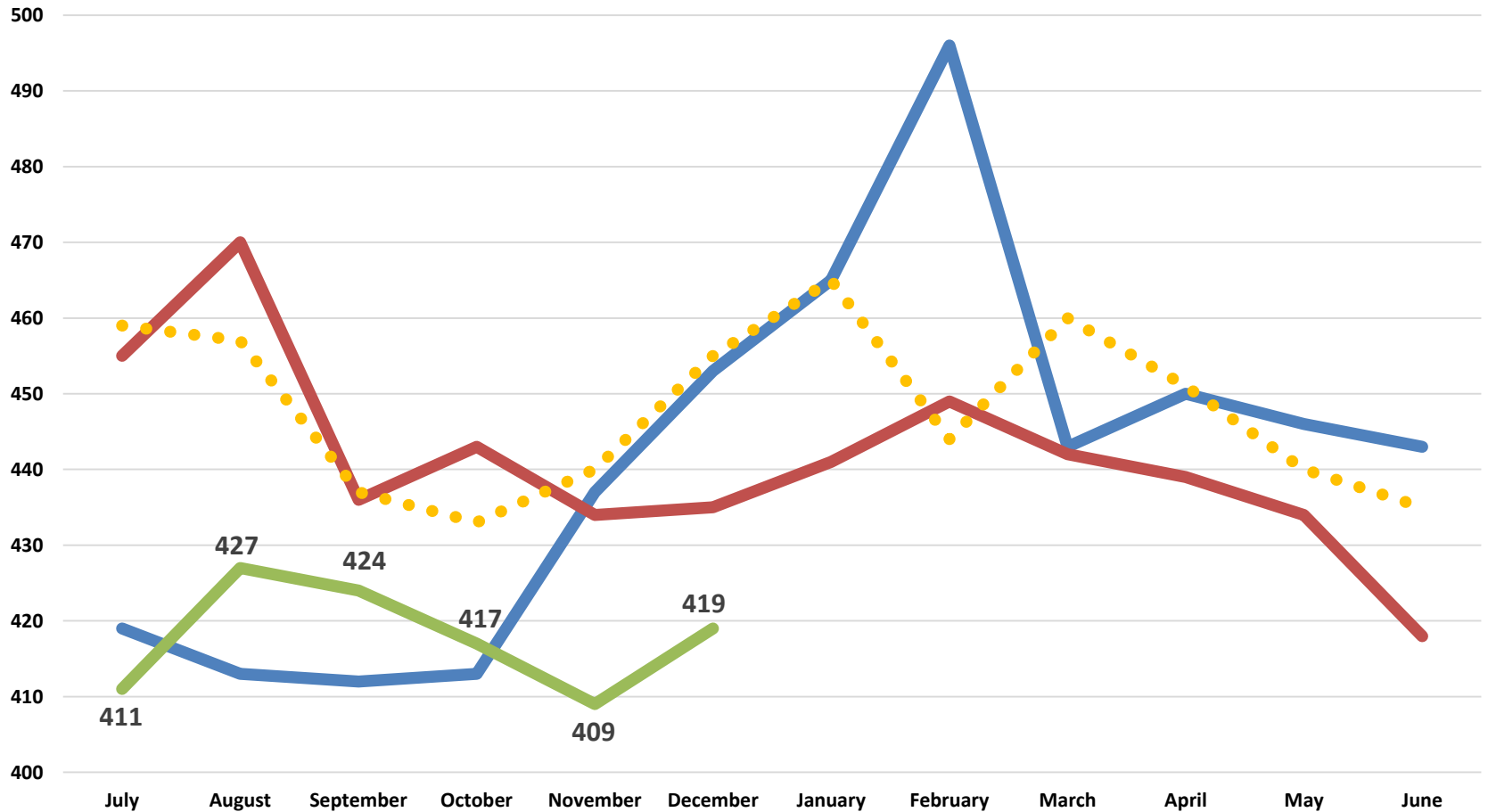
Investment summary of municipal securities:

Bay Area Ca	\$ 1,000,000.00
California ST	530,000
California ST High	1,250,000
Chaffey Ca	265,000
New York ST	585,000
Ohlone Ca Cmnty	800,000
Oregon ST	1,000,000
Poway Ca Unif Sch	565,000
Sacramento Ca Public	1,200,000
San Diego Ca Community	745,000
San Diego County	1,275,000
San Francisco	2,005,000
San Jose Ca Ref	765,000
Tamalpais Ca Union	675,000
Univ Of CA	400,000
	<u>\$ 13,060,000</u>

Investment summary of Supra-National Agency:

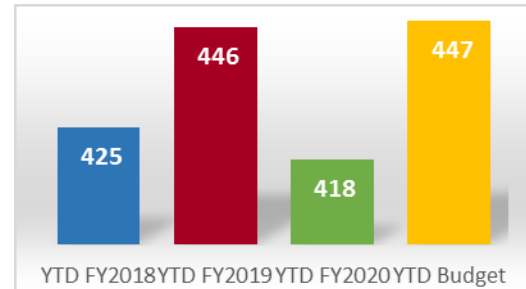
Intl Bk	\$ 1,800,000
	<u>\$ 1,800,000</u>

Average Daily Census



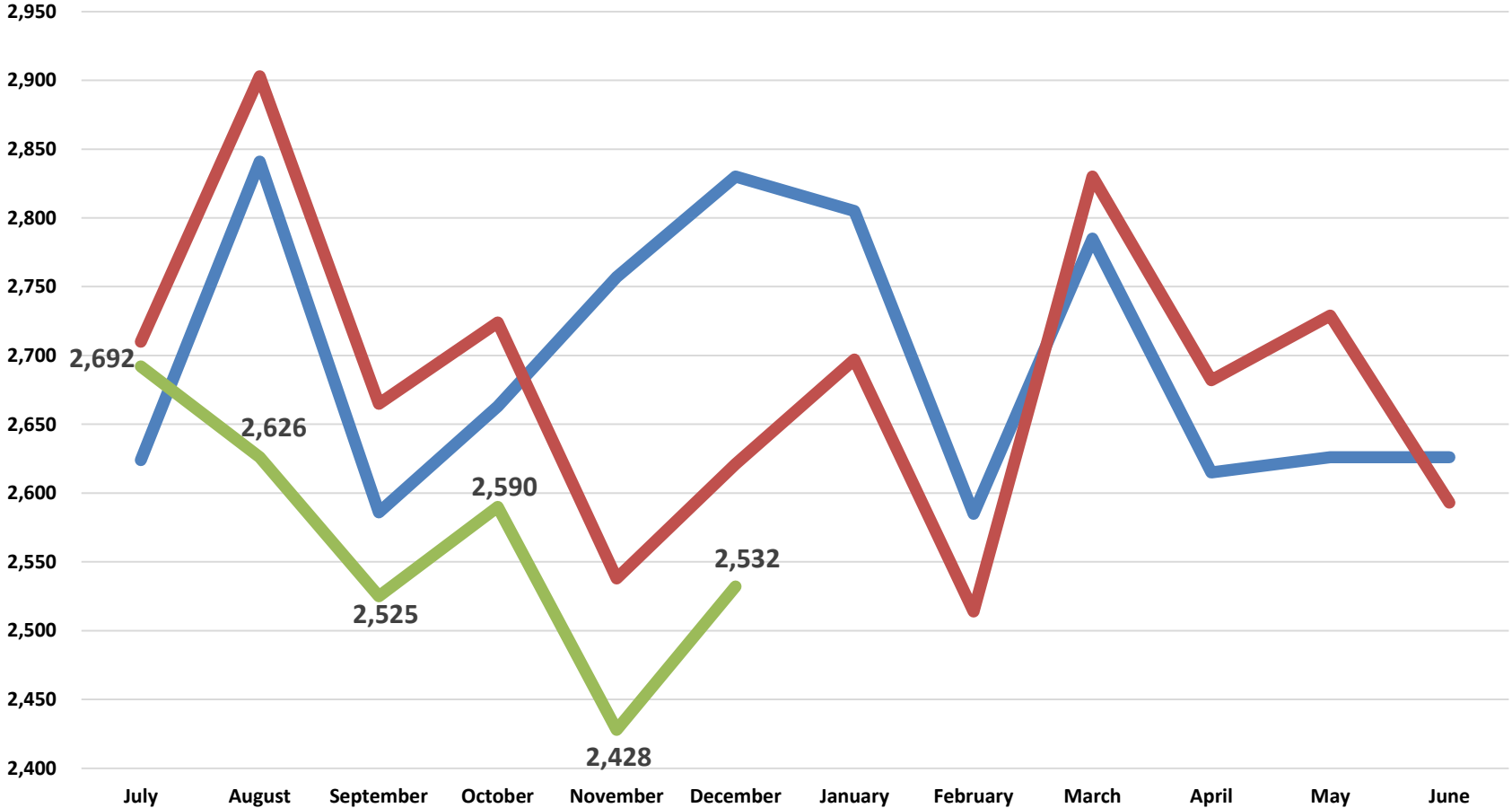
— FY2018
 — FY2019
 — FY2020
 ●●● Budget

237/348



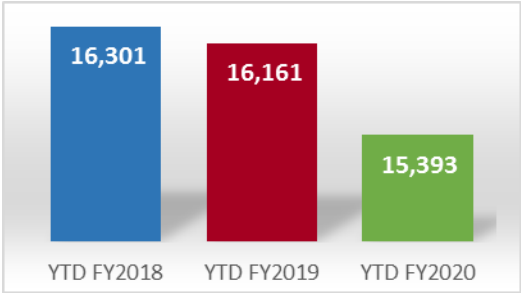
YTD FY2018 YTD FY2019 YTD FY2020 YTD Budget

Admissions

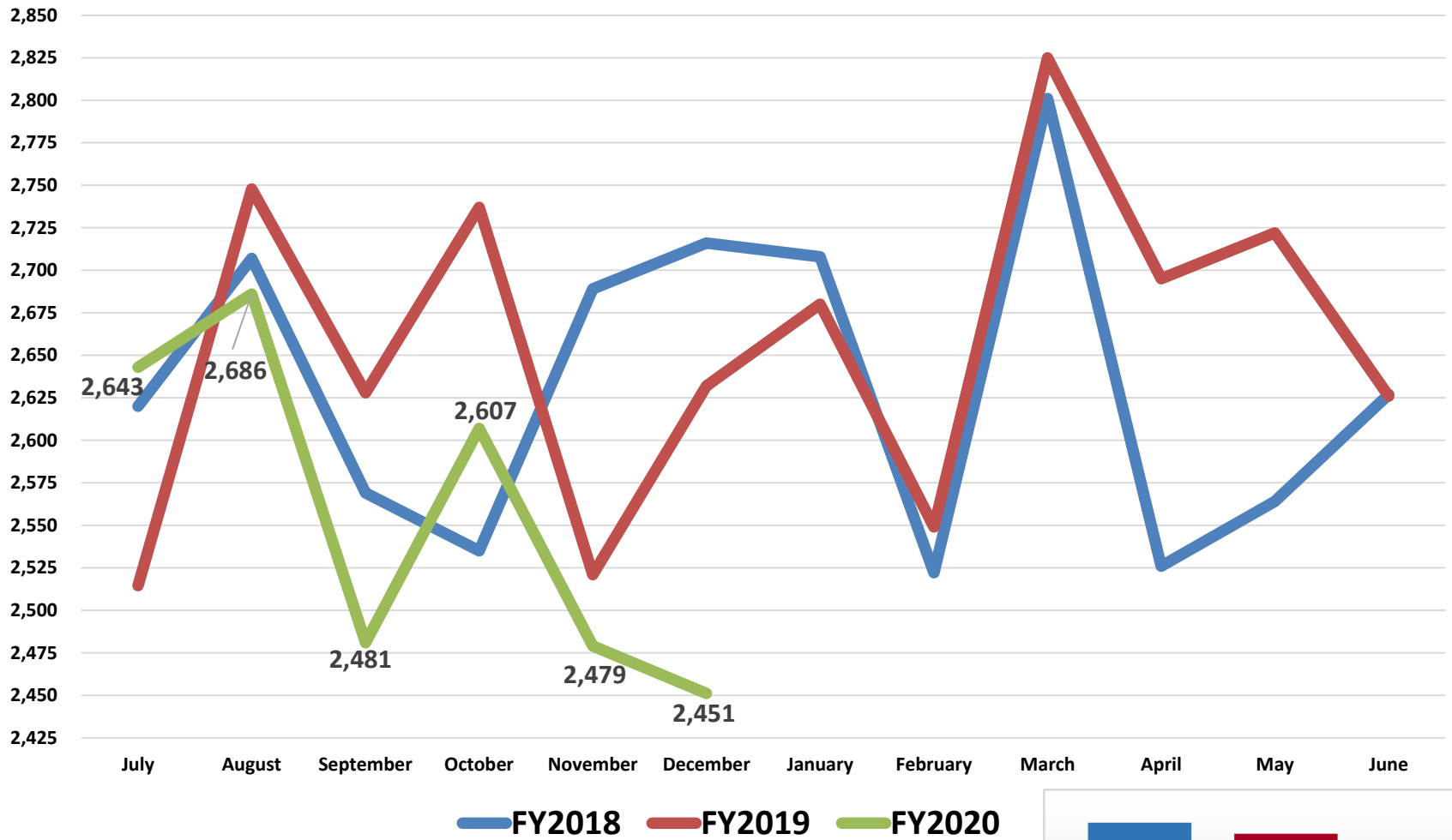


FY2018 **FY2019** **FY2020**

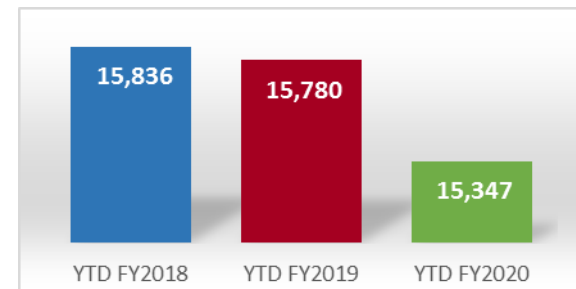
238/348



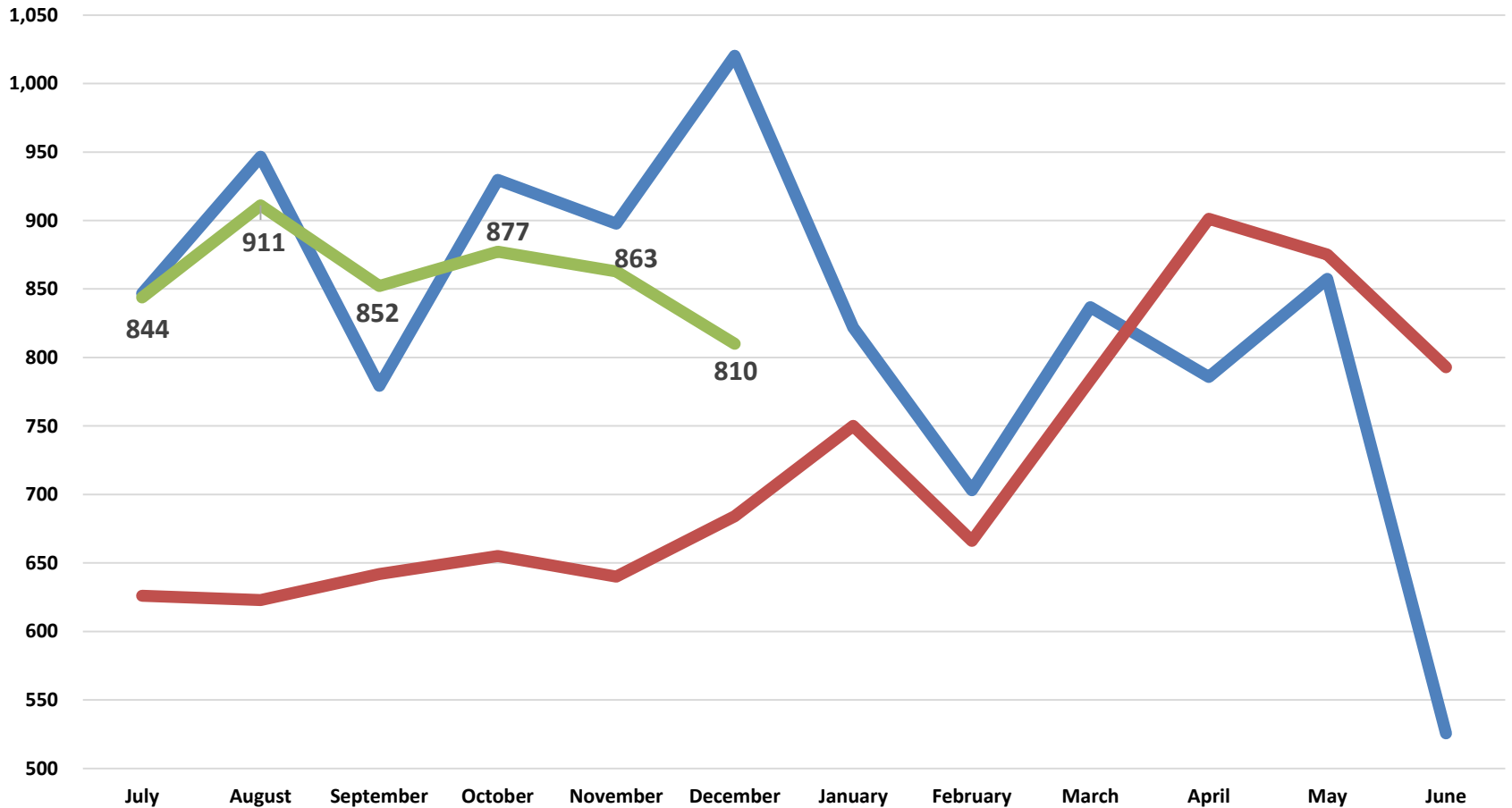
Discharges



239/348

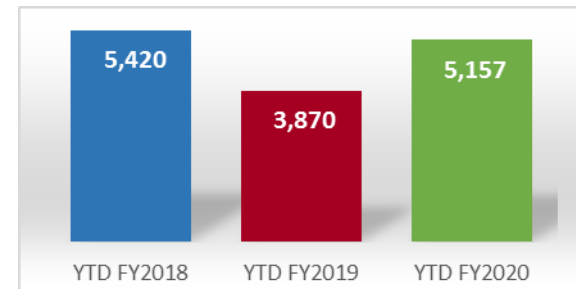


Observation Days

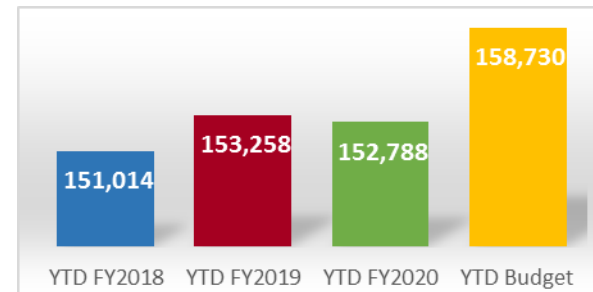
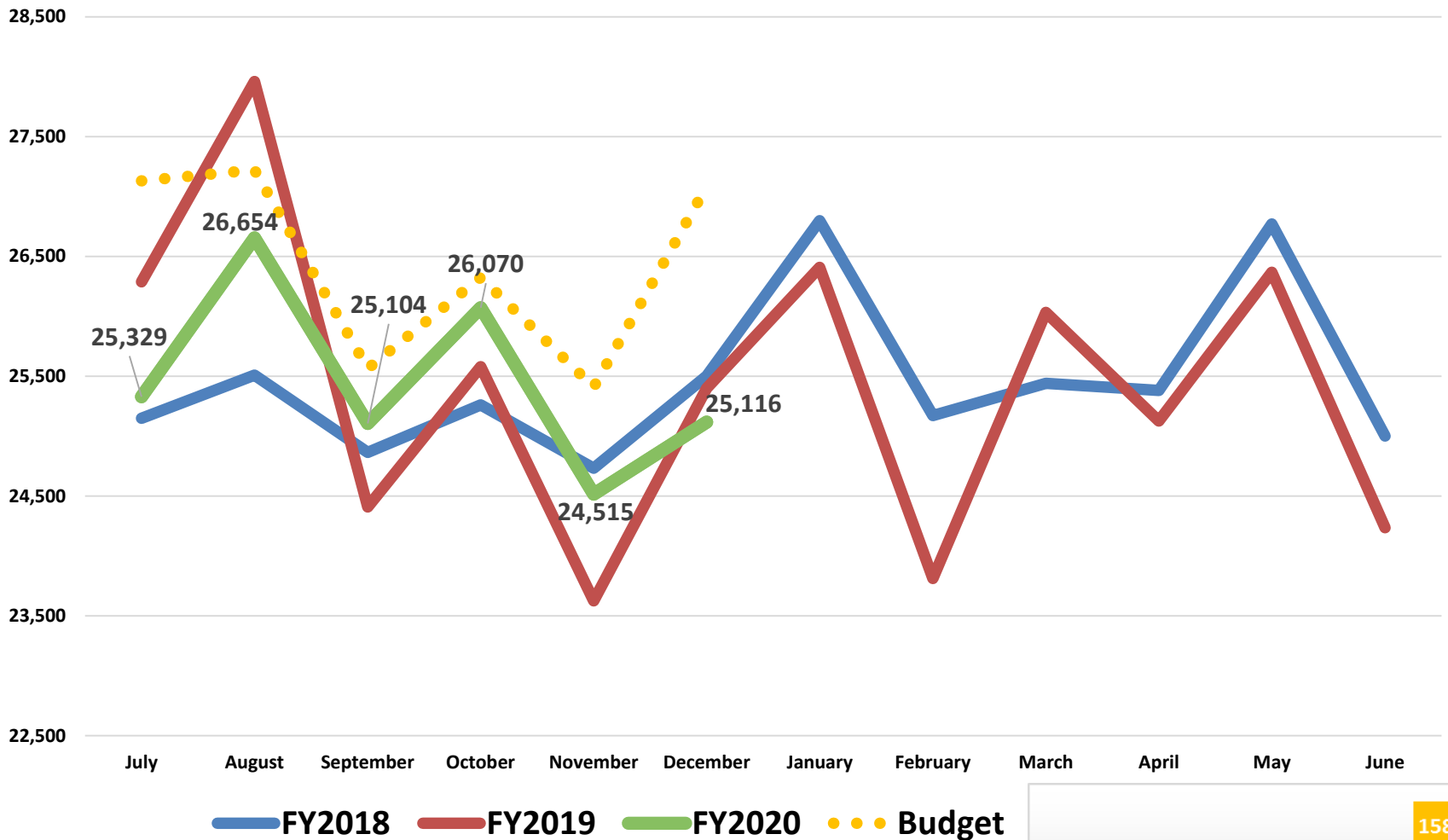


— FY2018 — FY2019 — FY2020

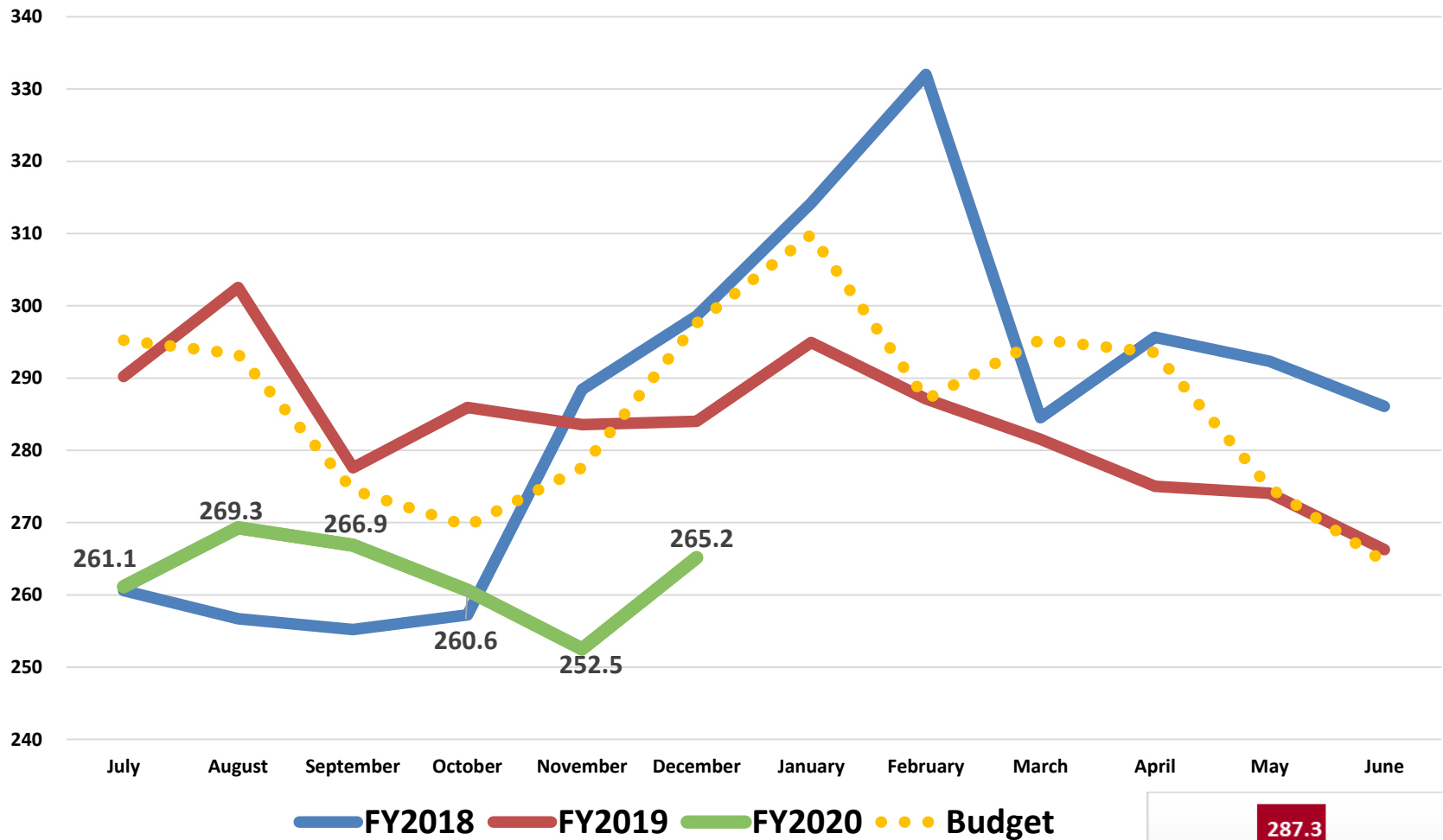
240/348



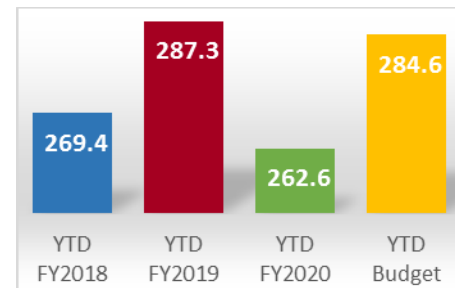
Adjusted Patient Days



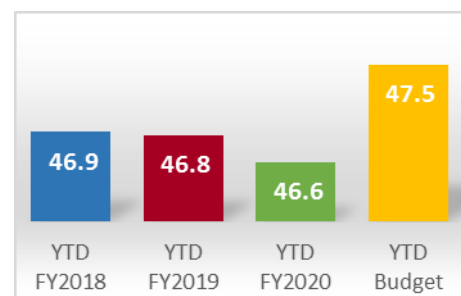
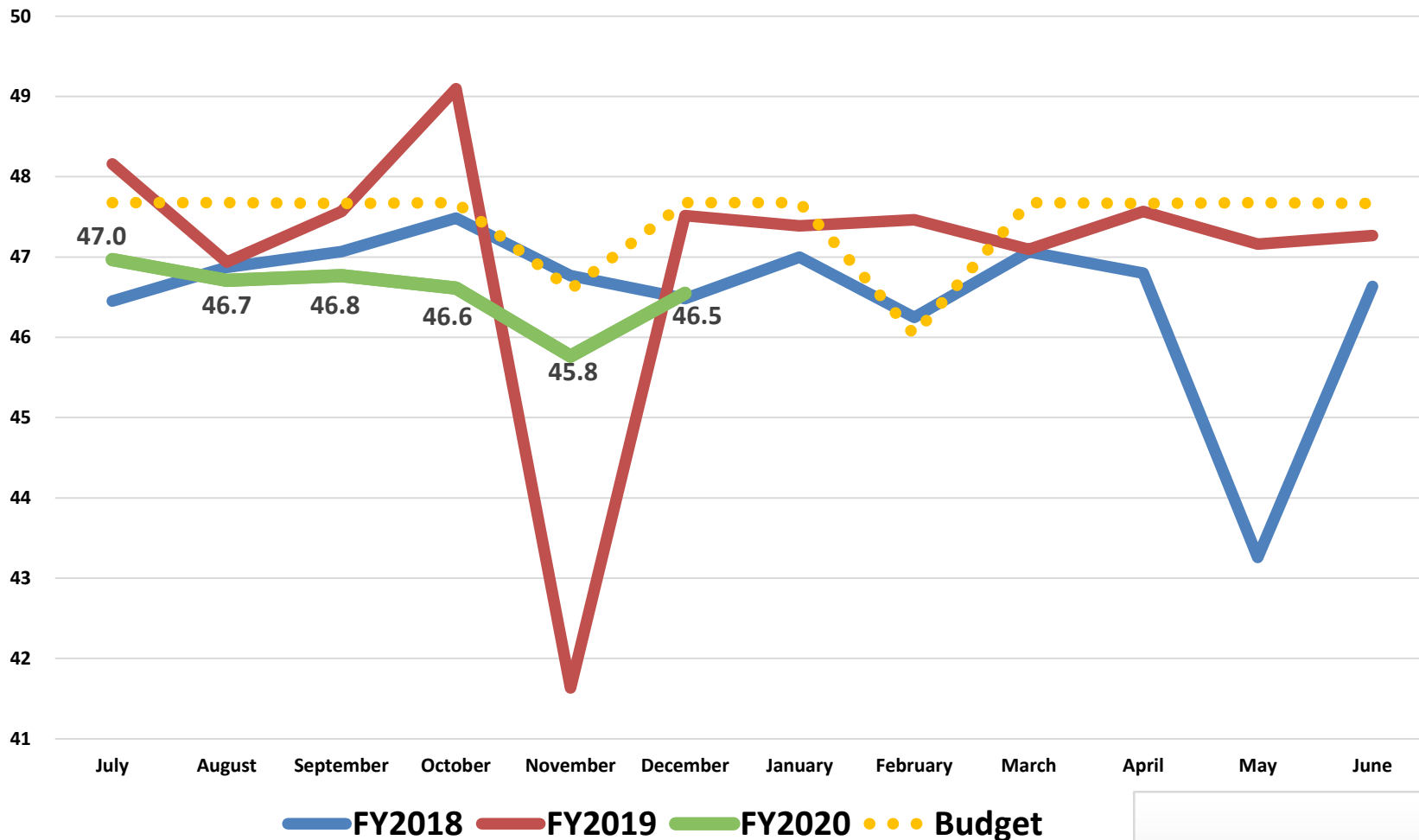
Medical Center – Avg. Patients Per Day



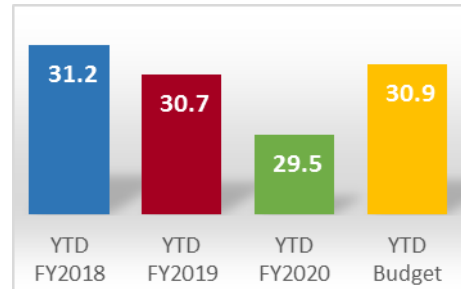
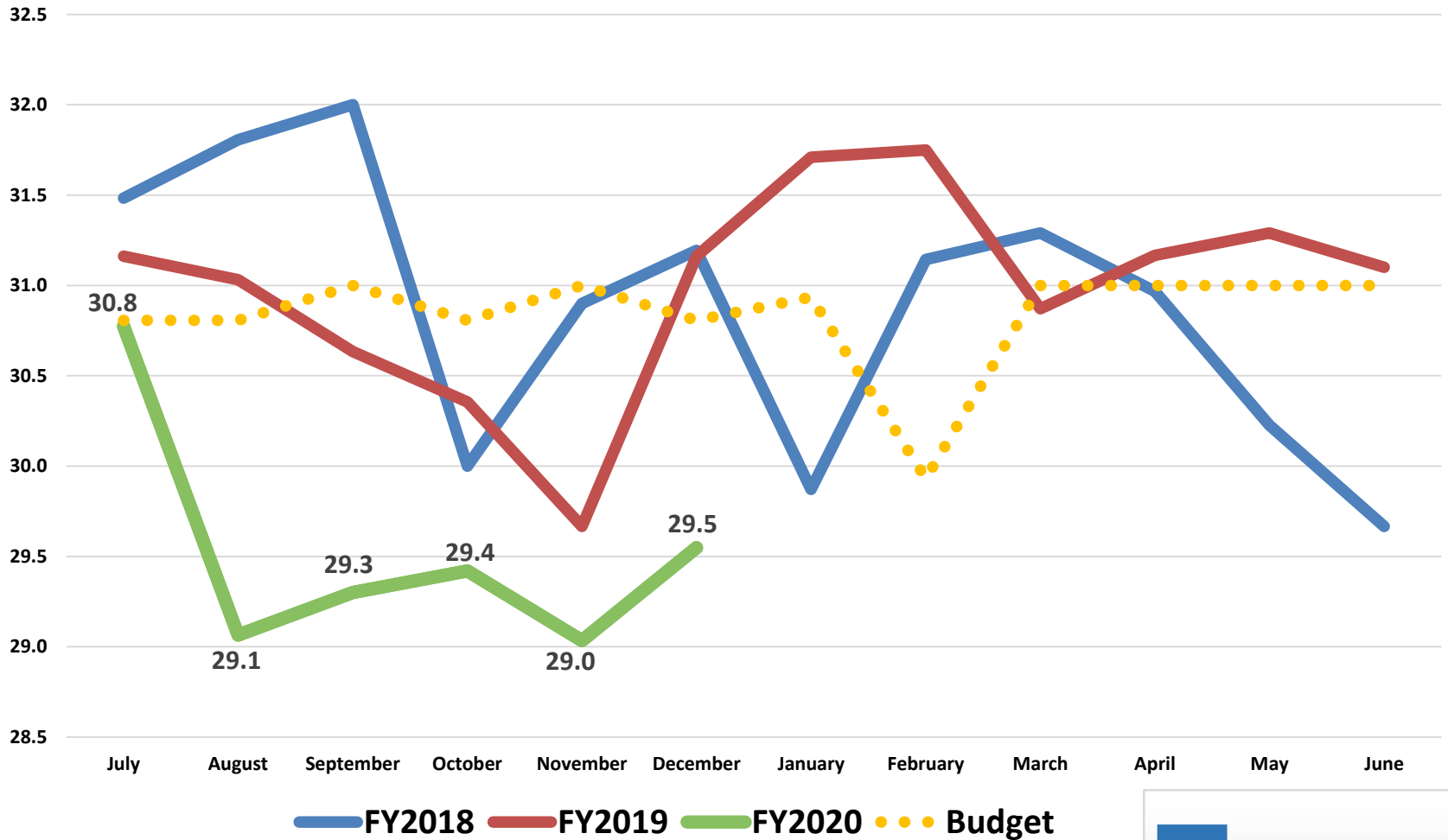
242/348



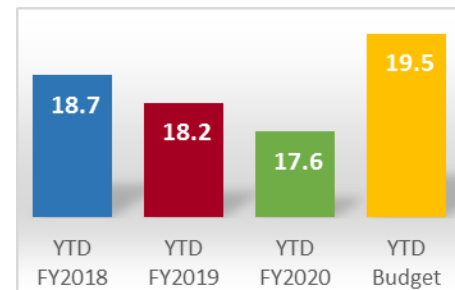
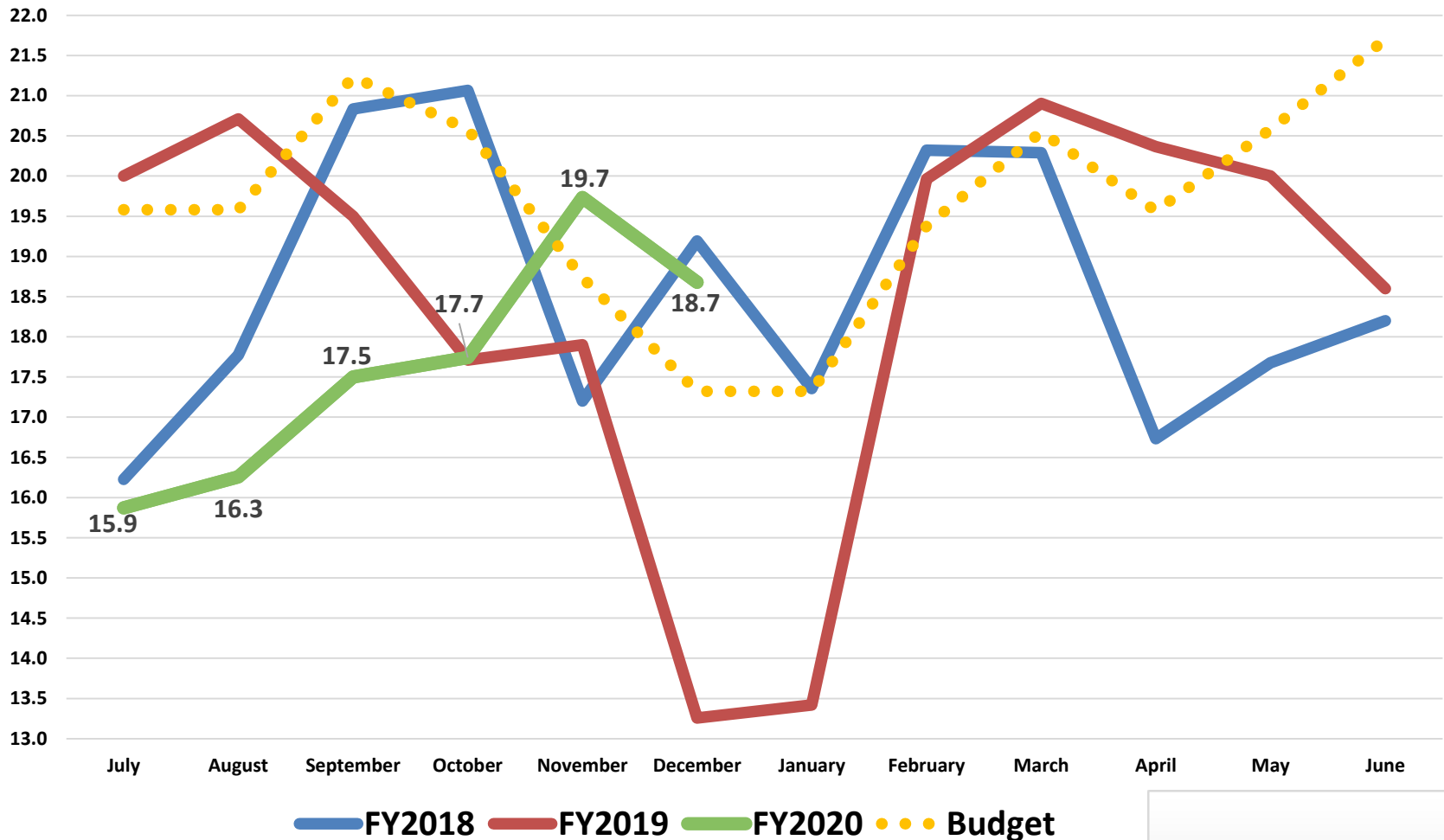
Acute I/P Psych - Avg. Patients Per Day



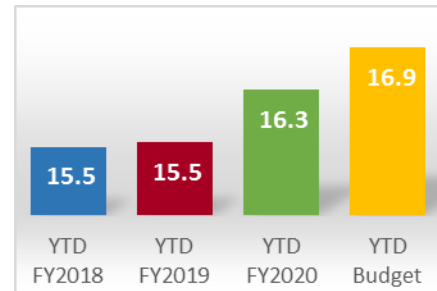
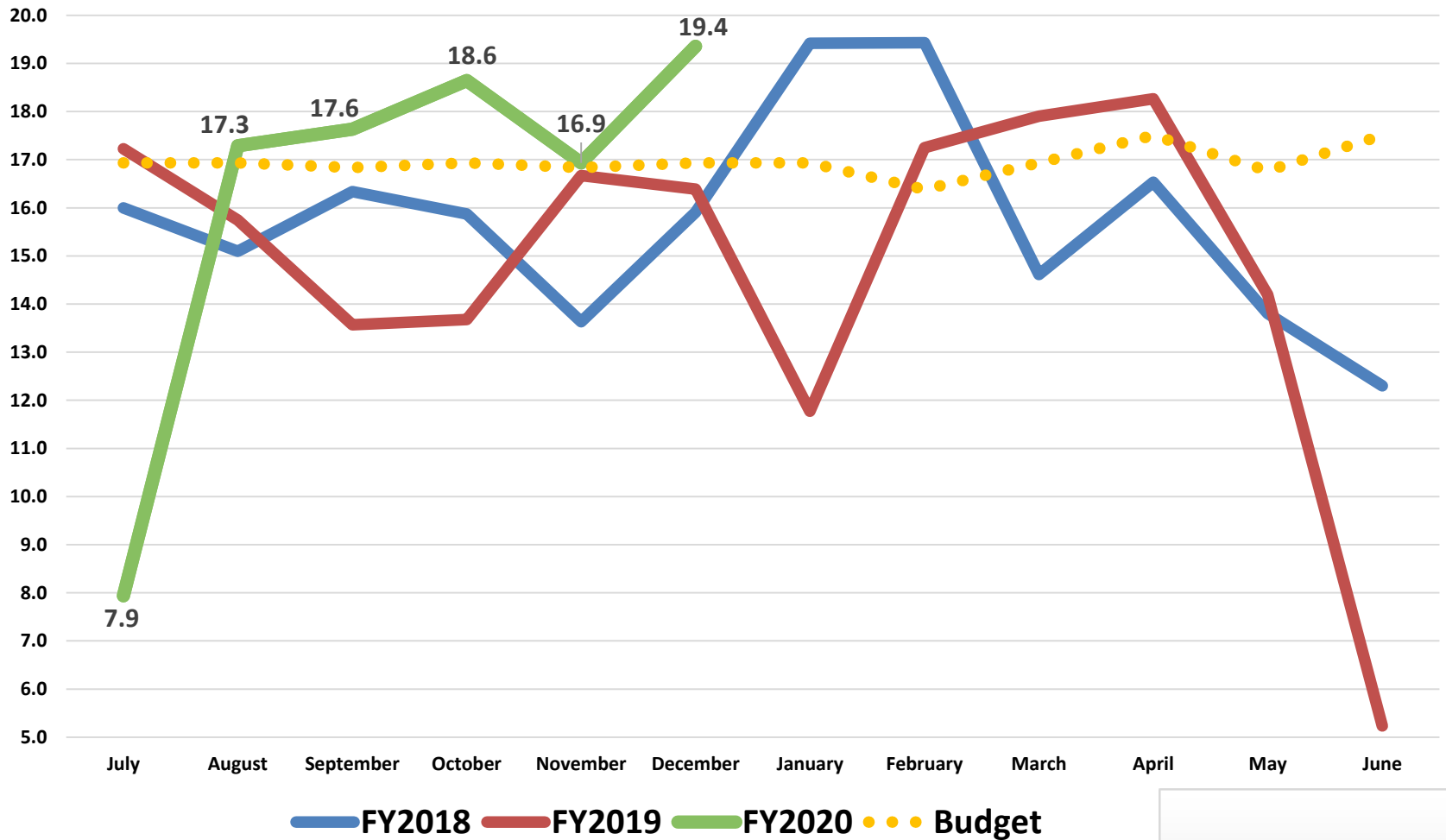
Sub-Acute - Avg. Patients Per Day



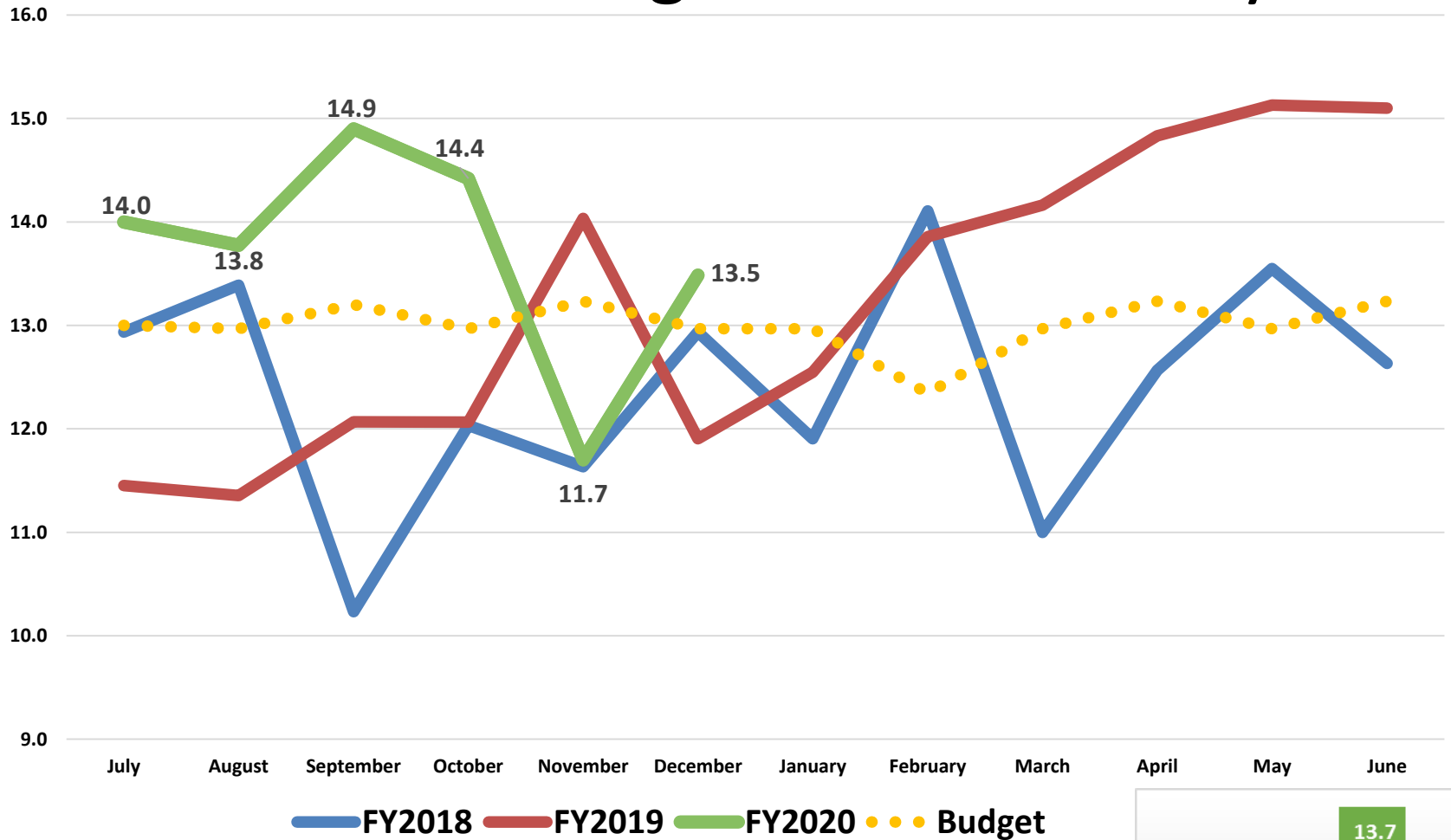
Rehabilitation Hospital - Avg. Patients Per Day



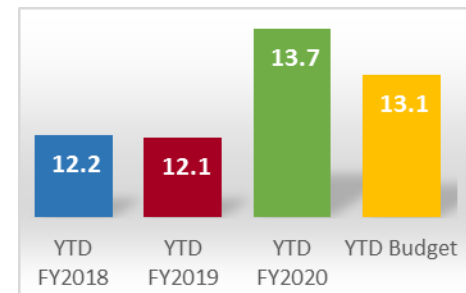
Transitional Care Services (TCS) - Avg. Patients Per Day



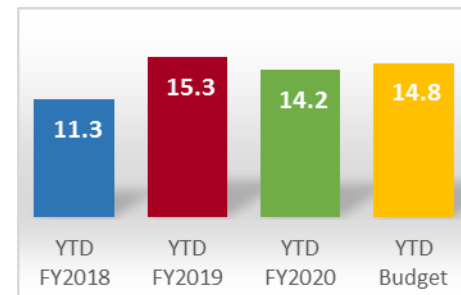
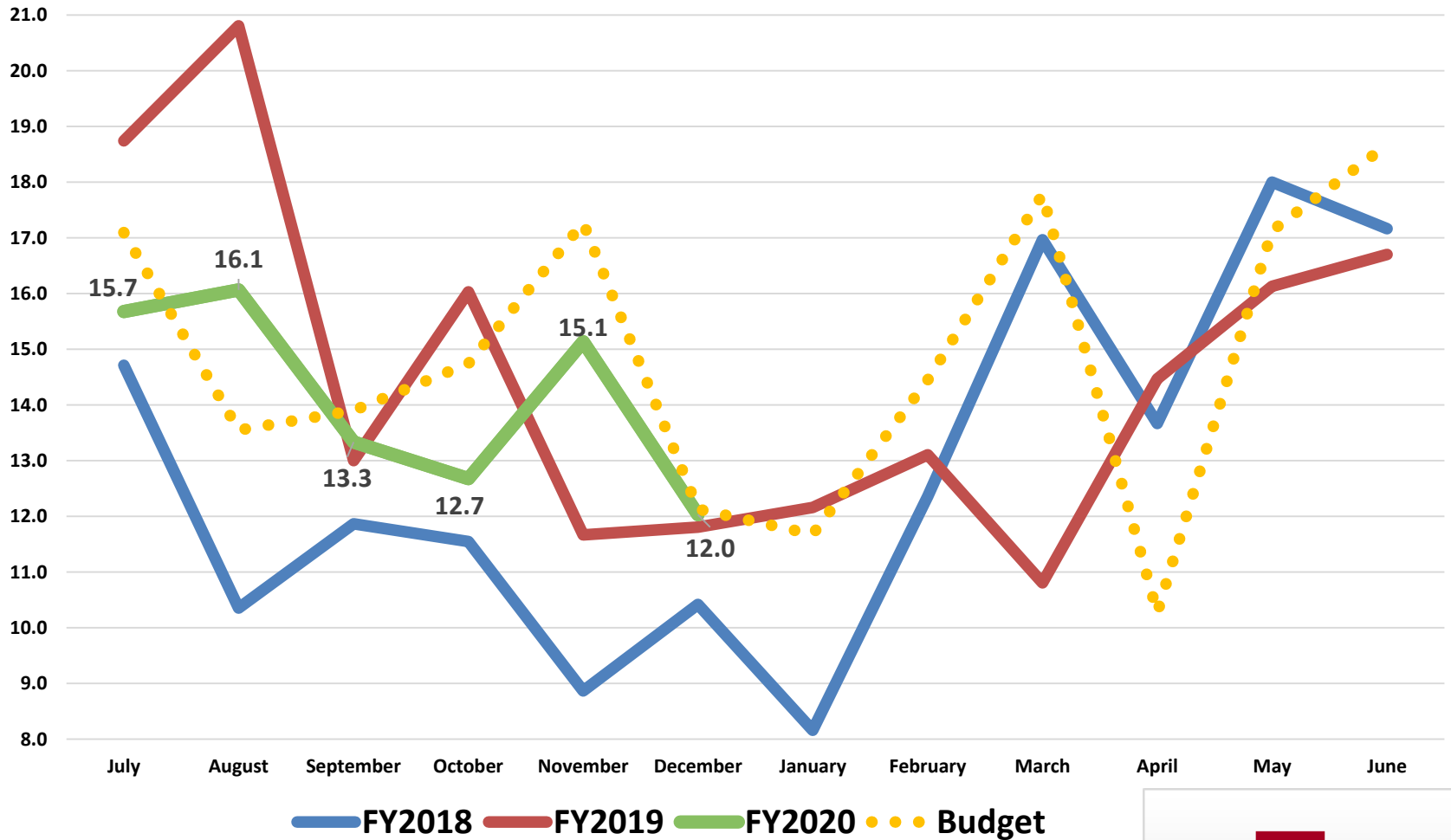
TCS Ortho - Avg. Patients Per Day



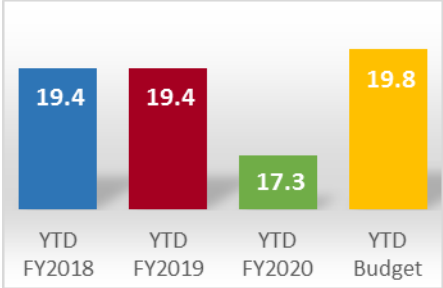
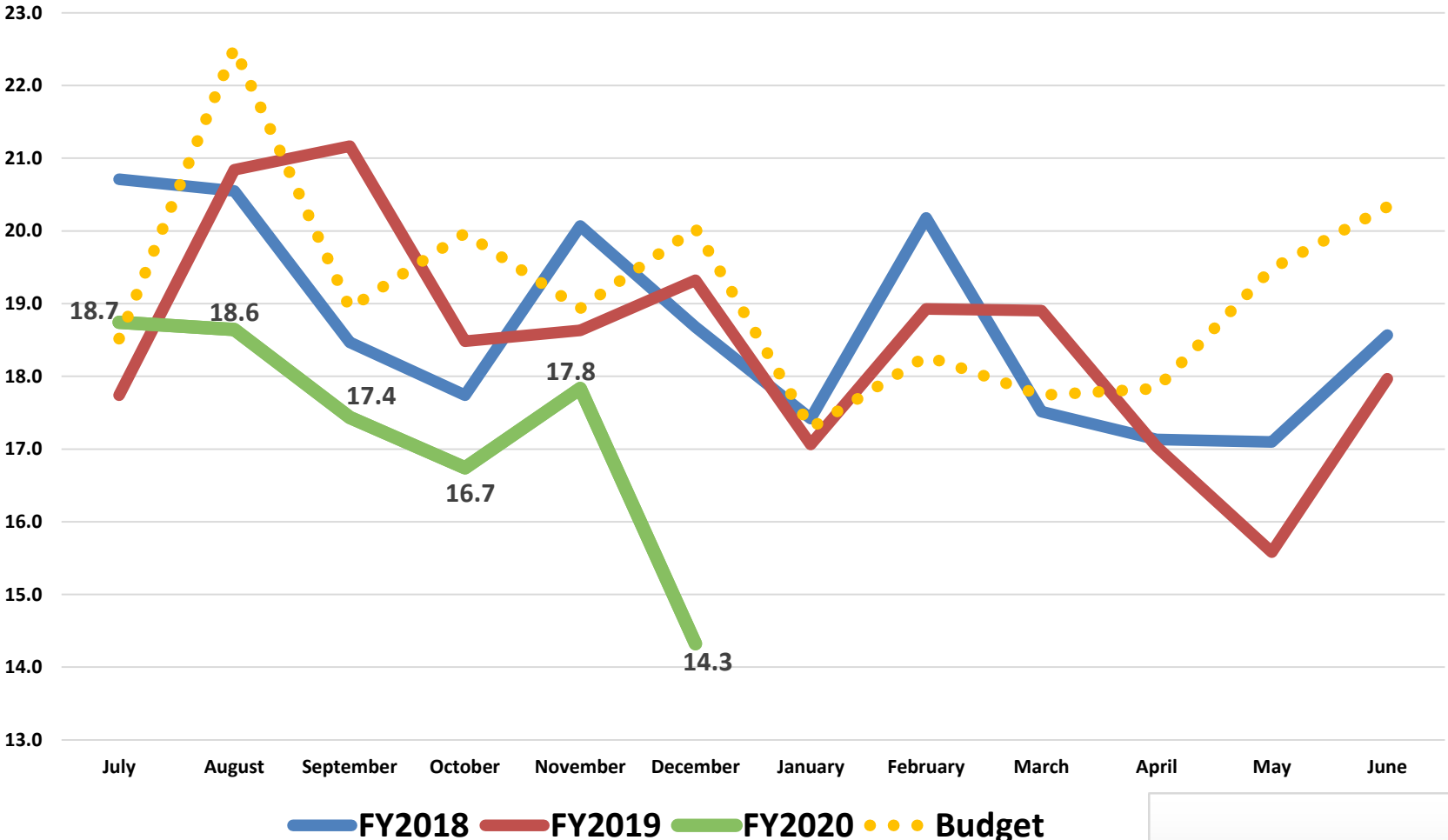
247/348



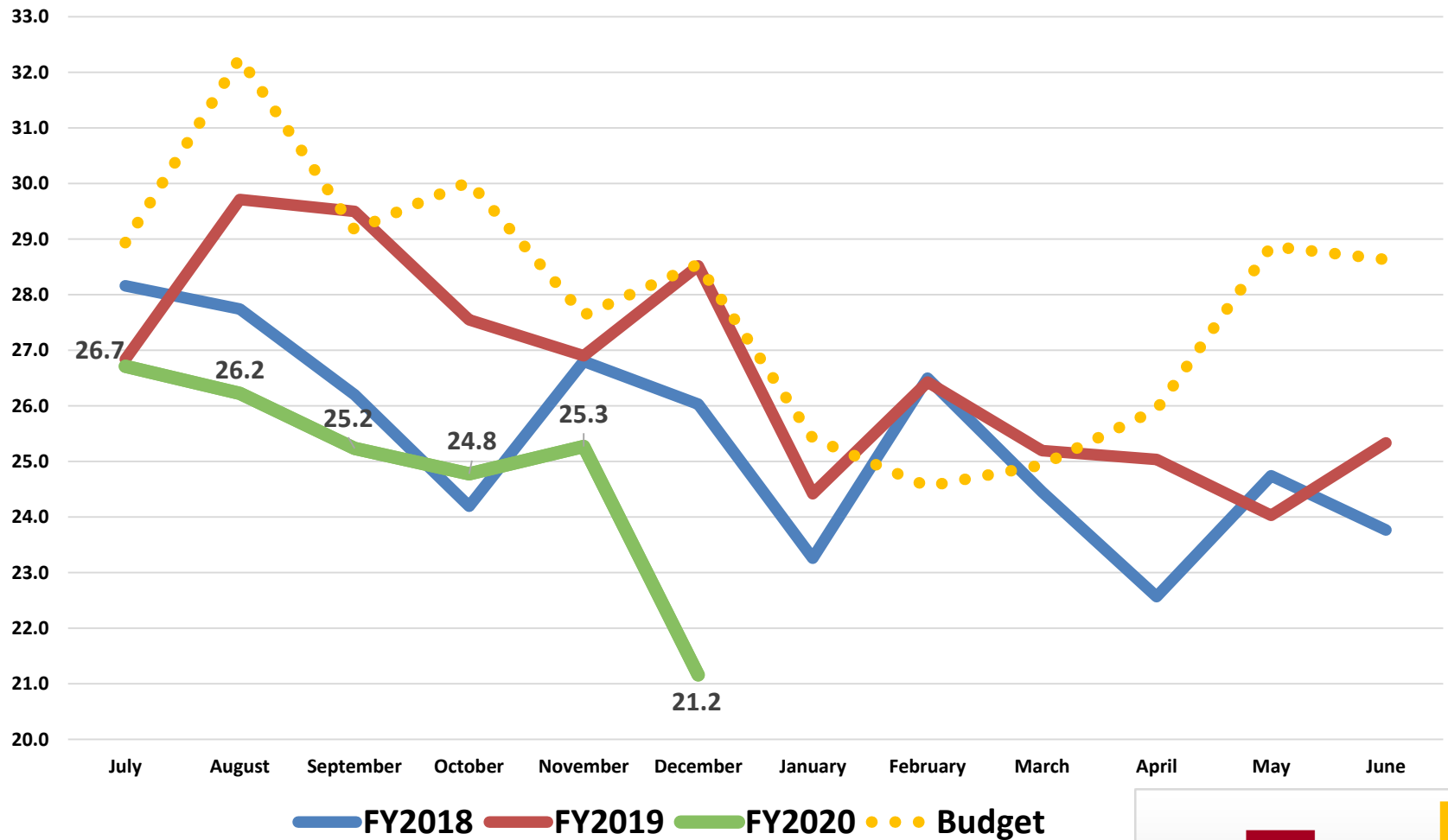
NICU - Avg. Patients Per Day



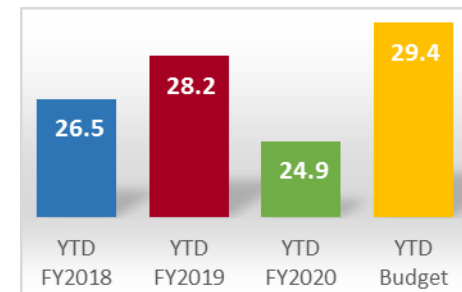
Nursery - Avg. Patients Per Day



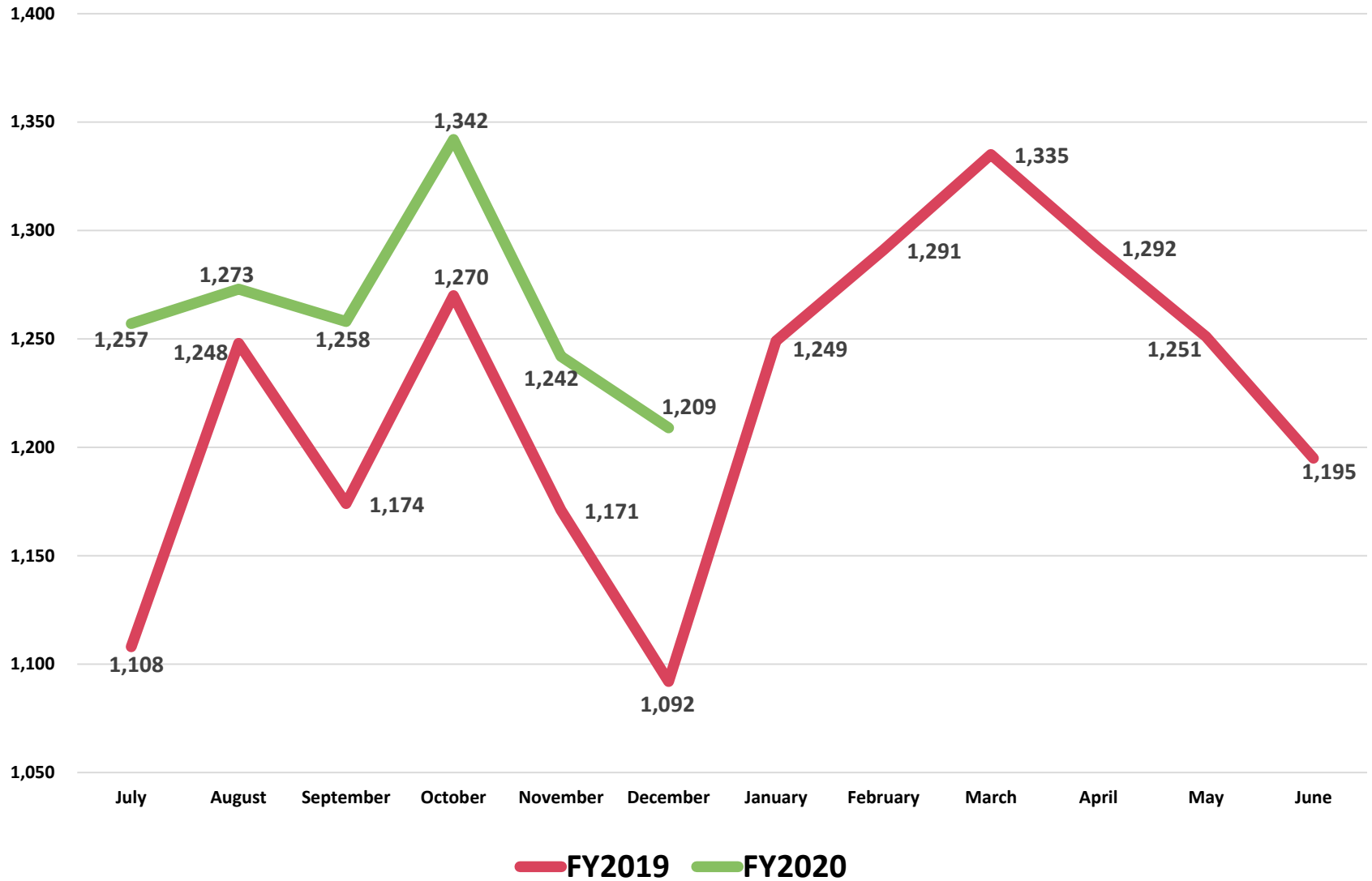
Obstetrics - Avg. Patients Per Day



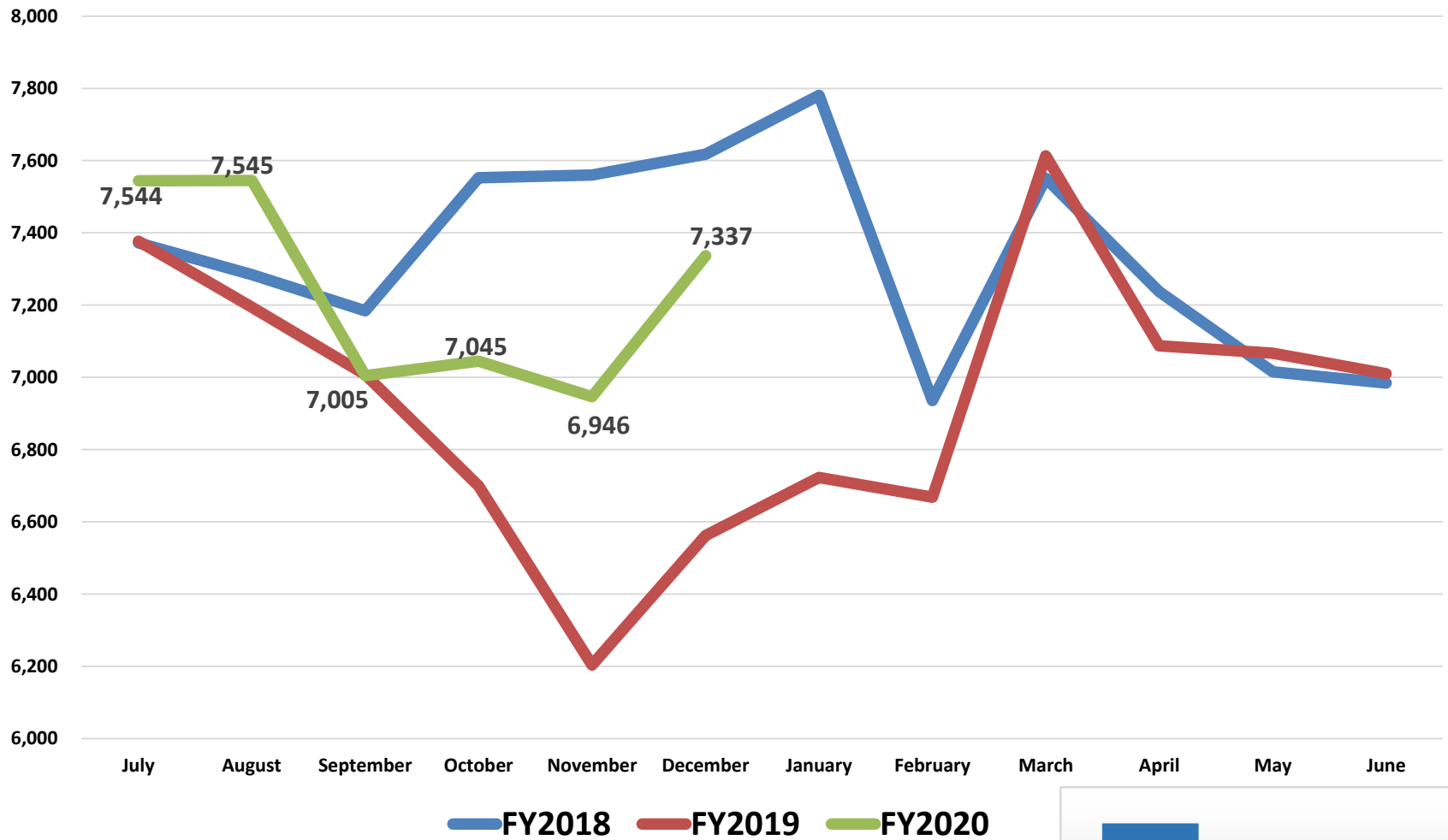
250/348



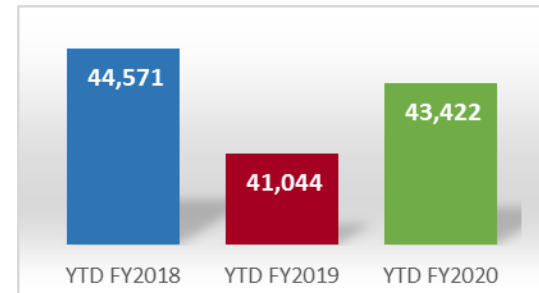
Outpatient Registrations per Day



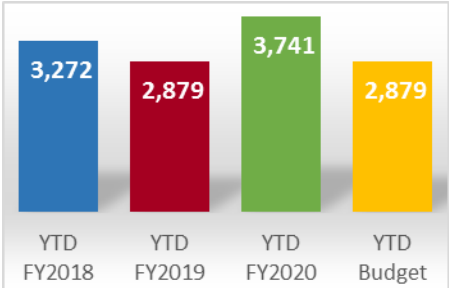
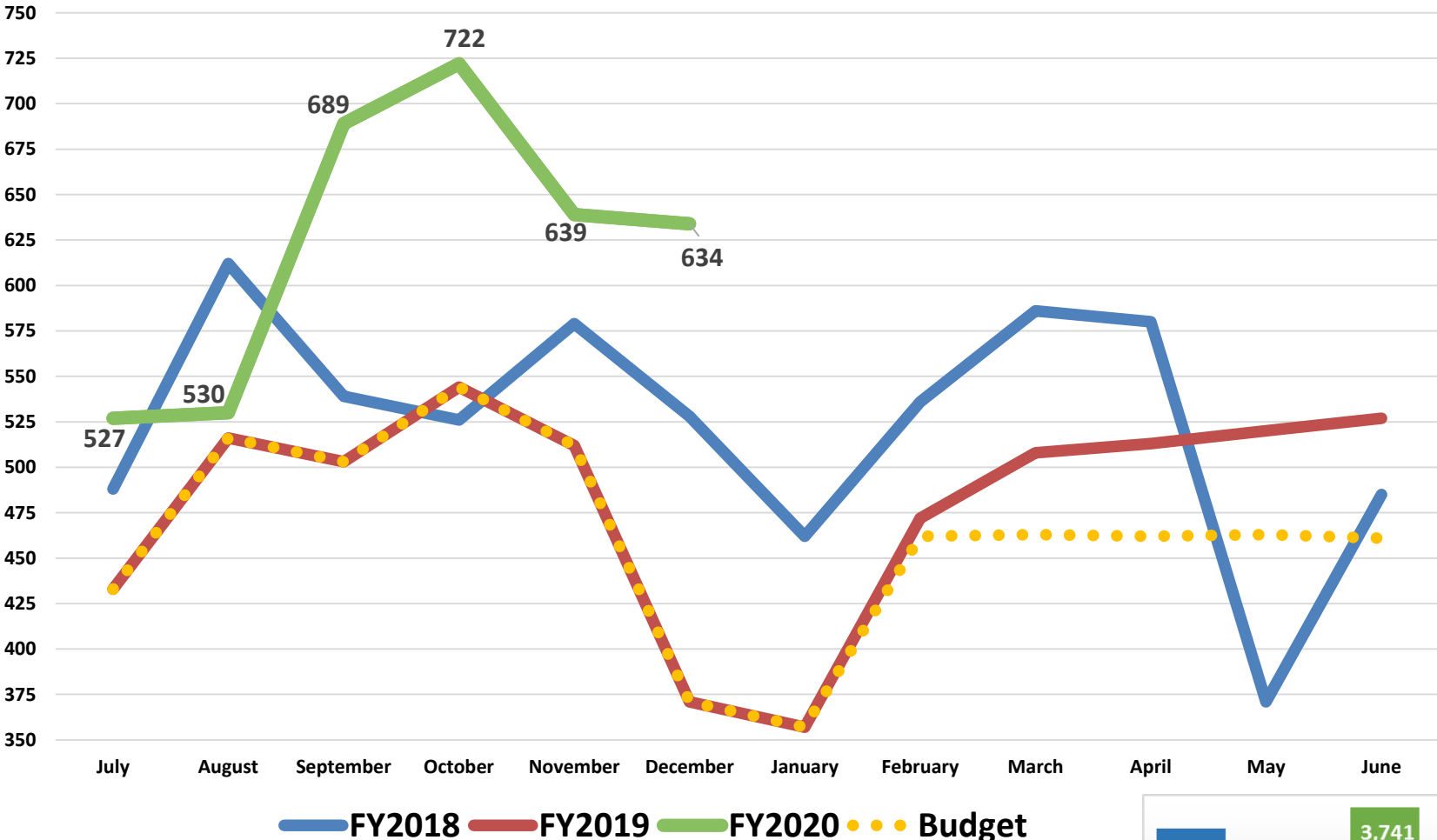
Emergency Department – Total Treated



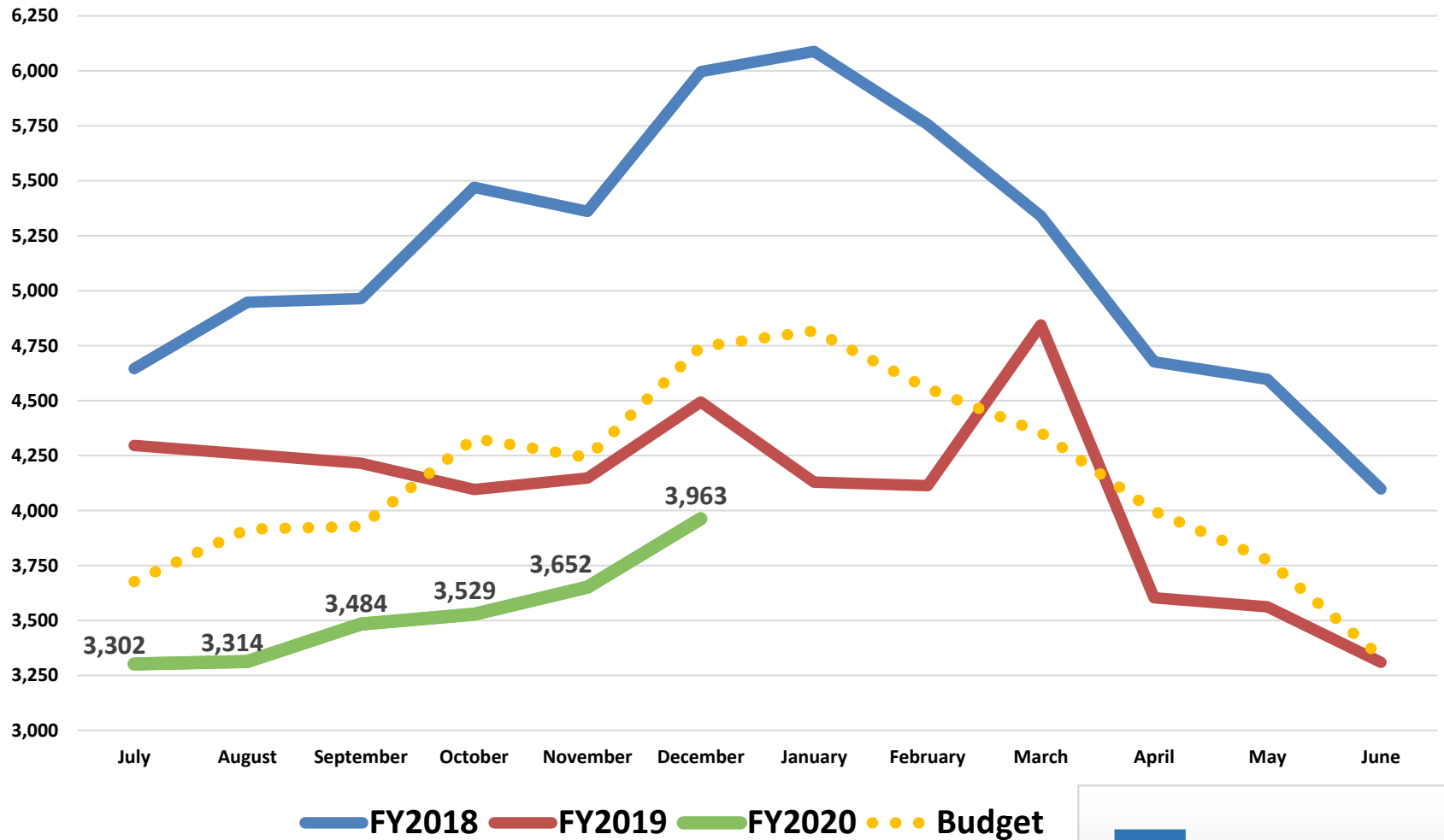
252/348



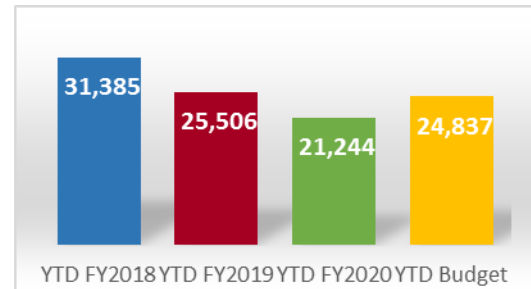
Endoscopy Procedures



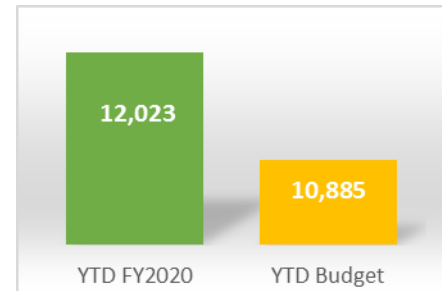
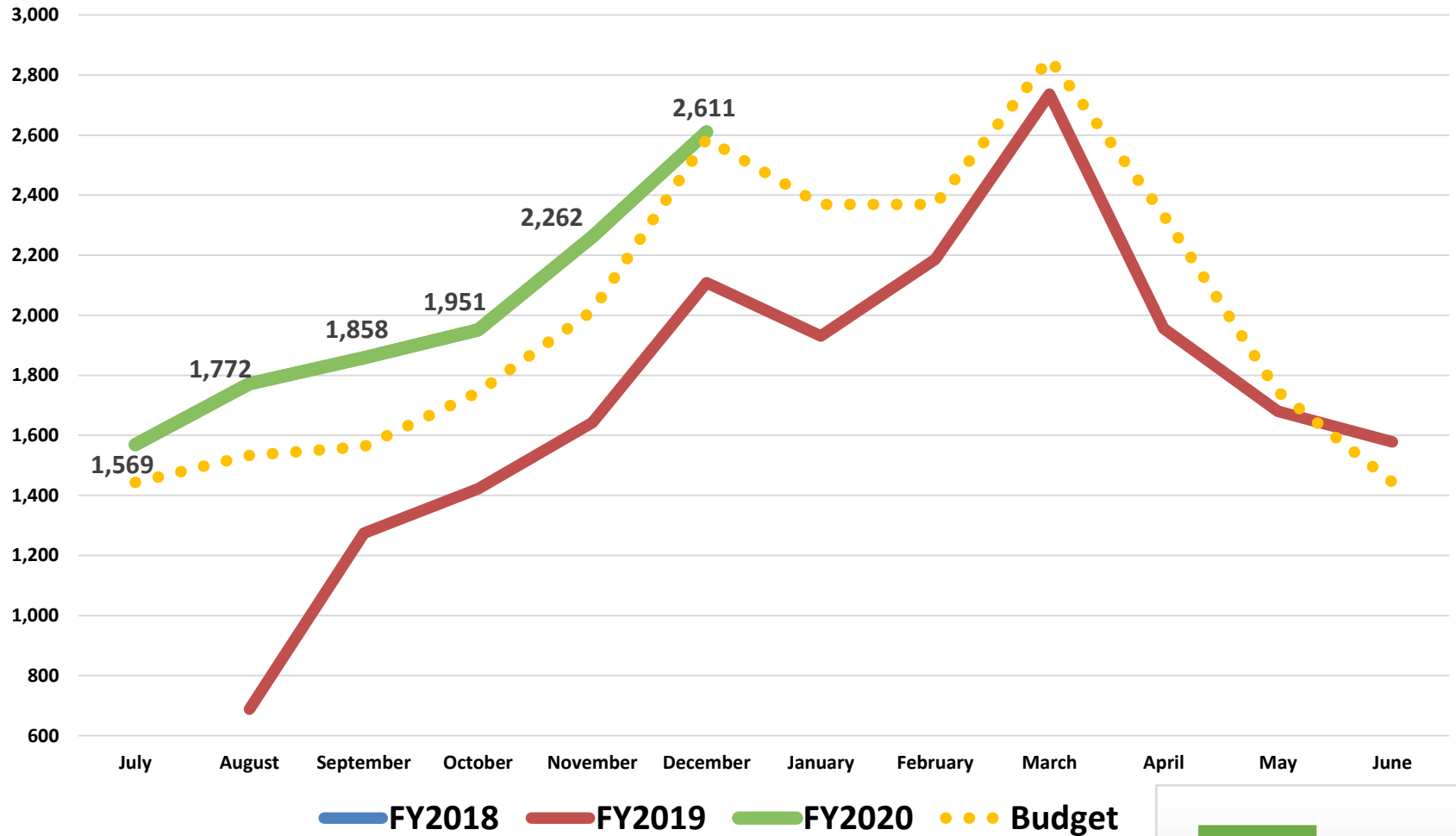
Urgent Care – Court Visits



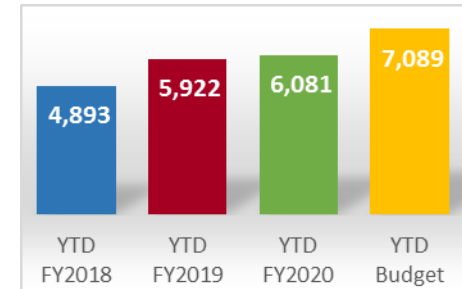
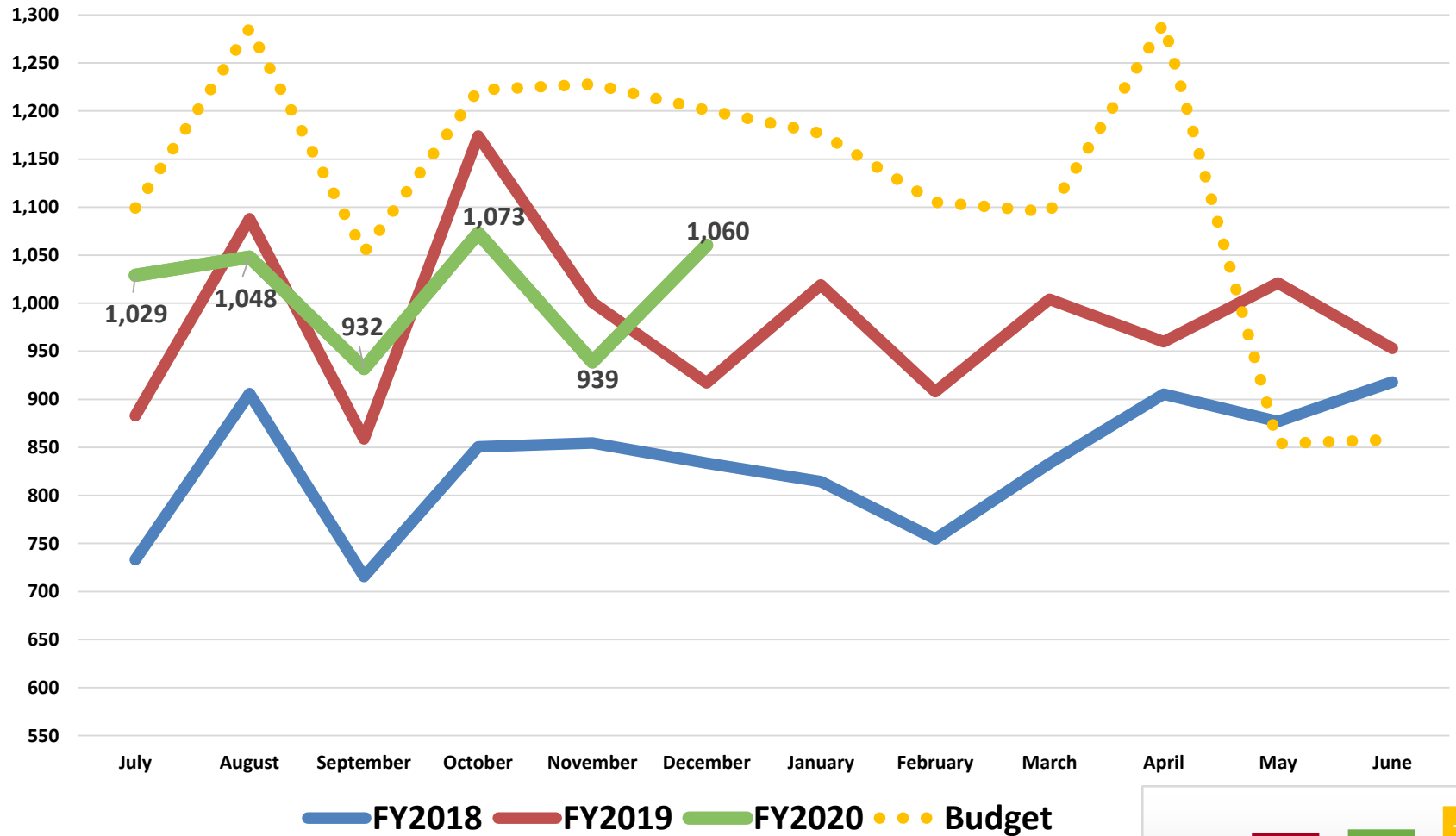
254/348



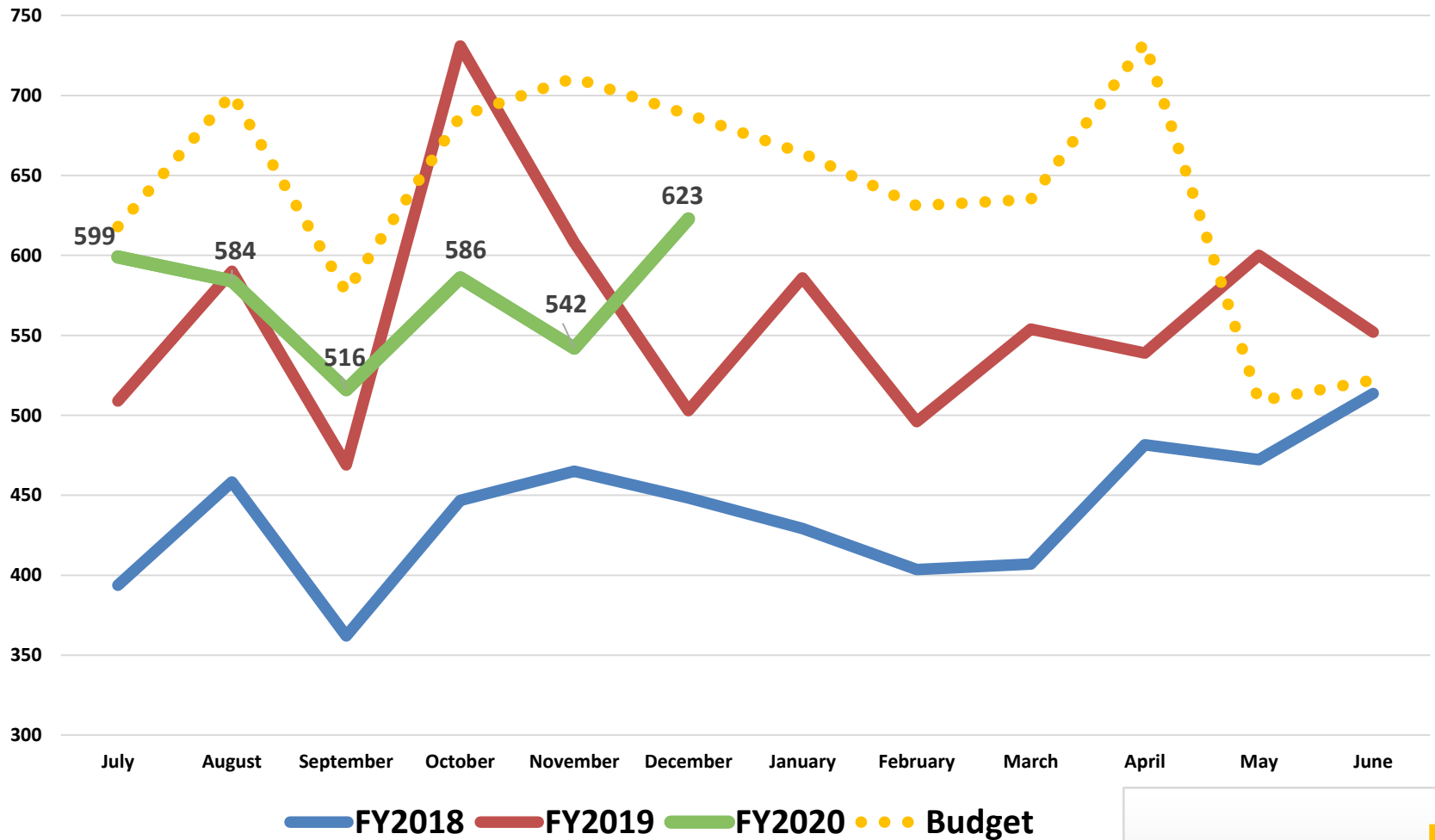
Urgent Care – Demaree Visits



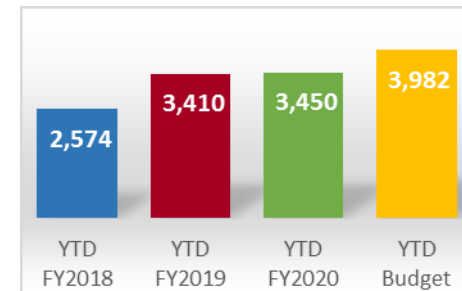
Surgery (IP & OP) – 100 Min Units



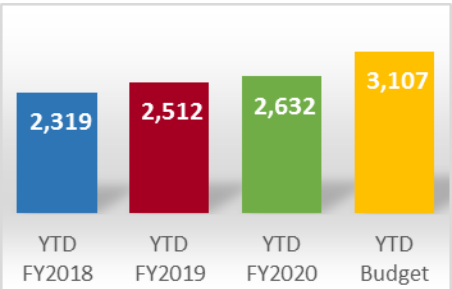
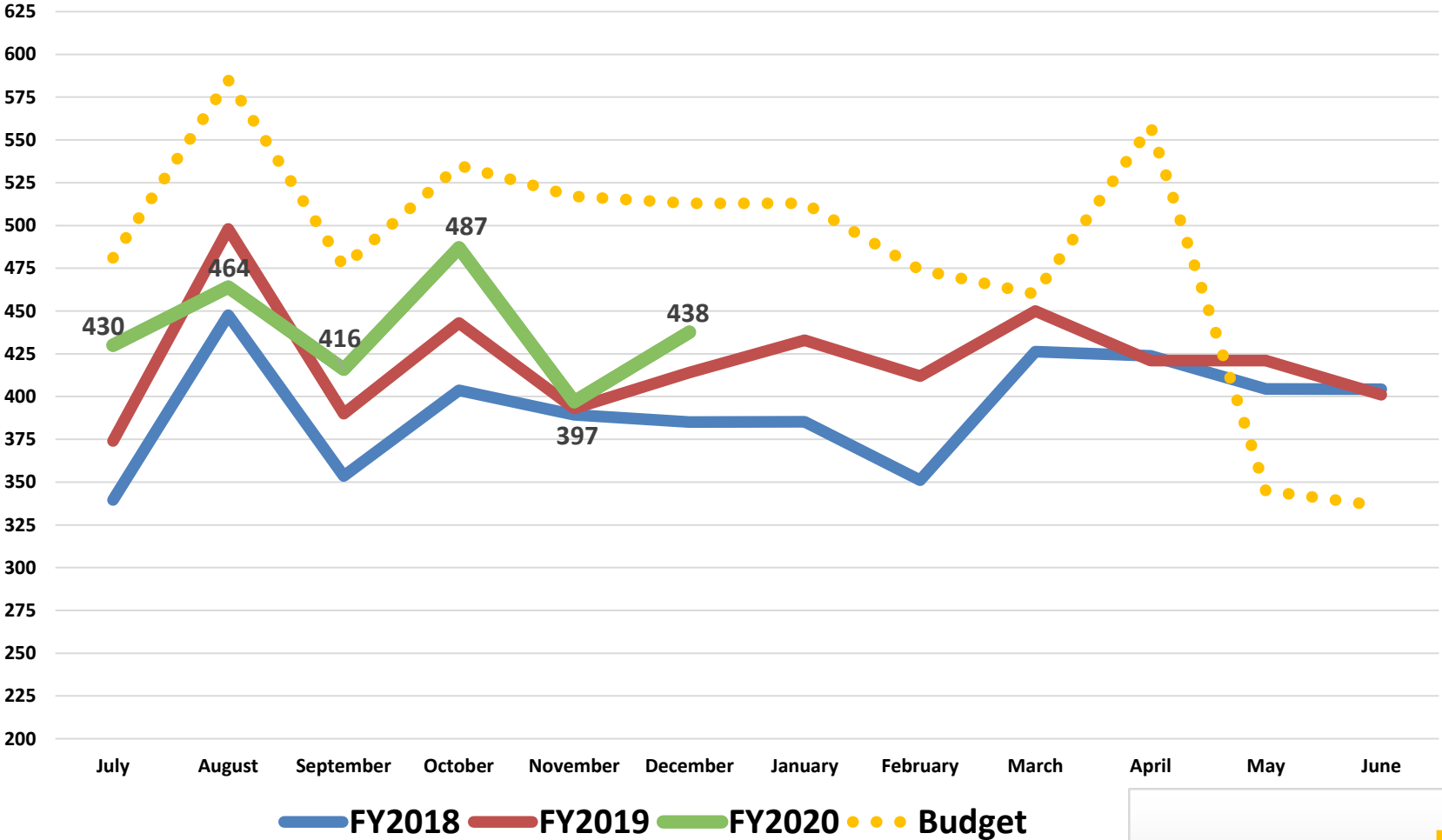
Surgery (IP Only) – 100 Min Units



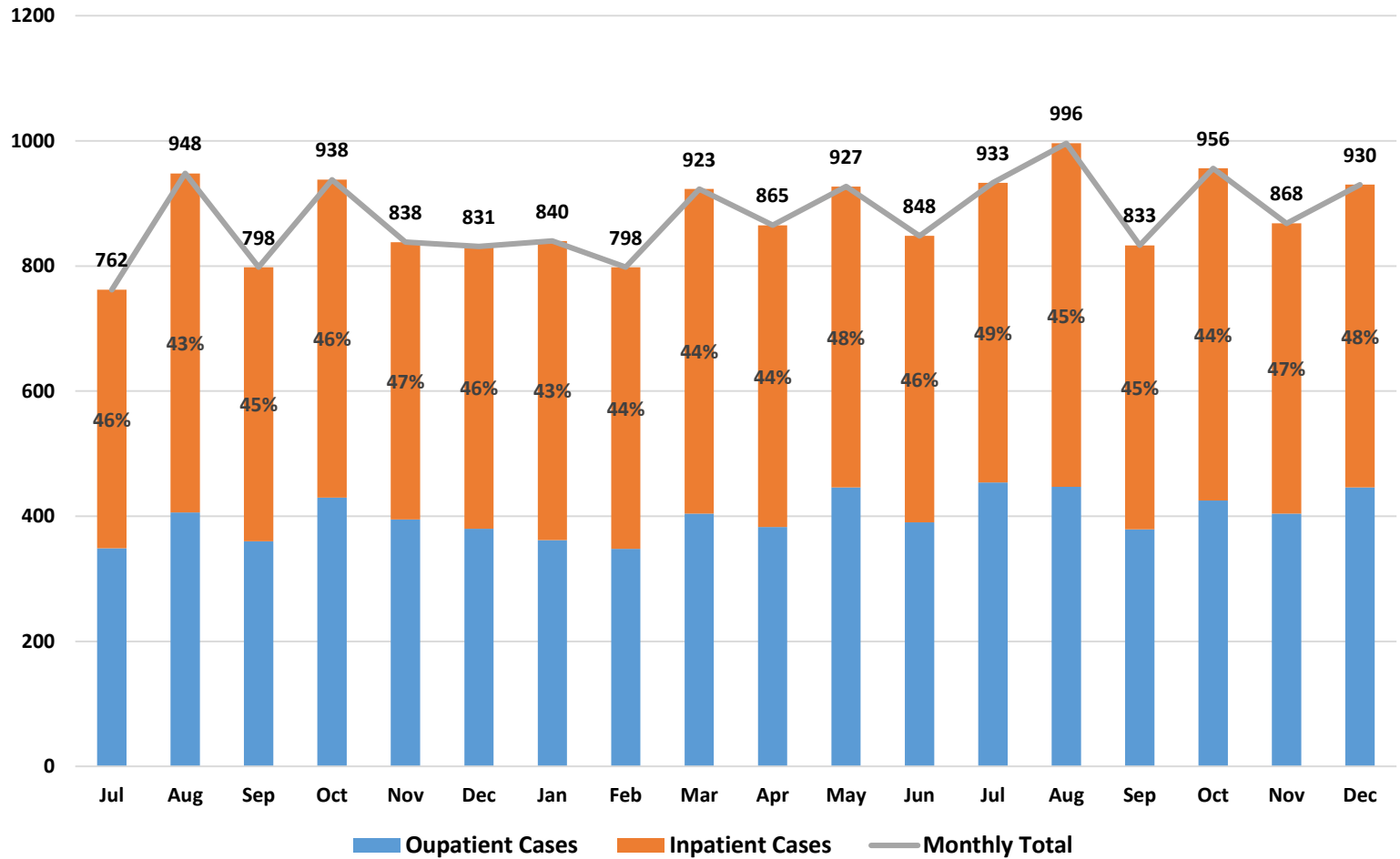
257/348



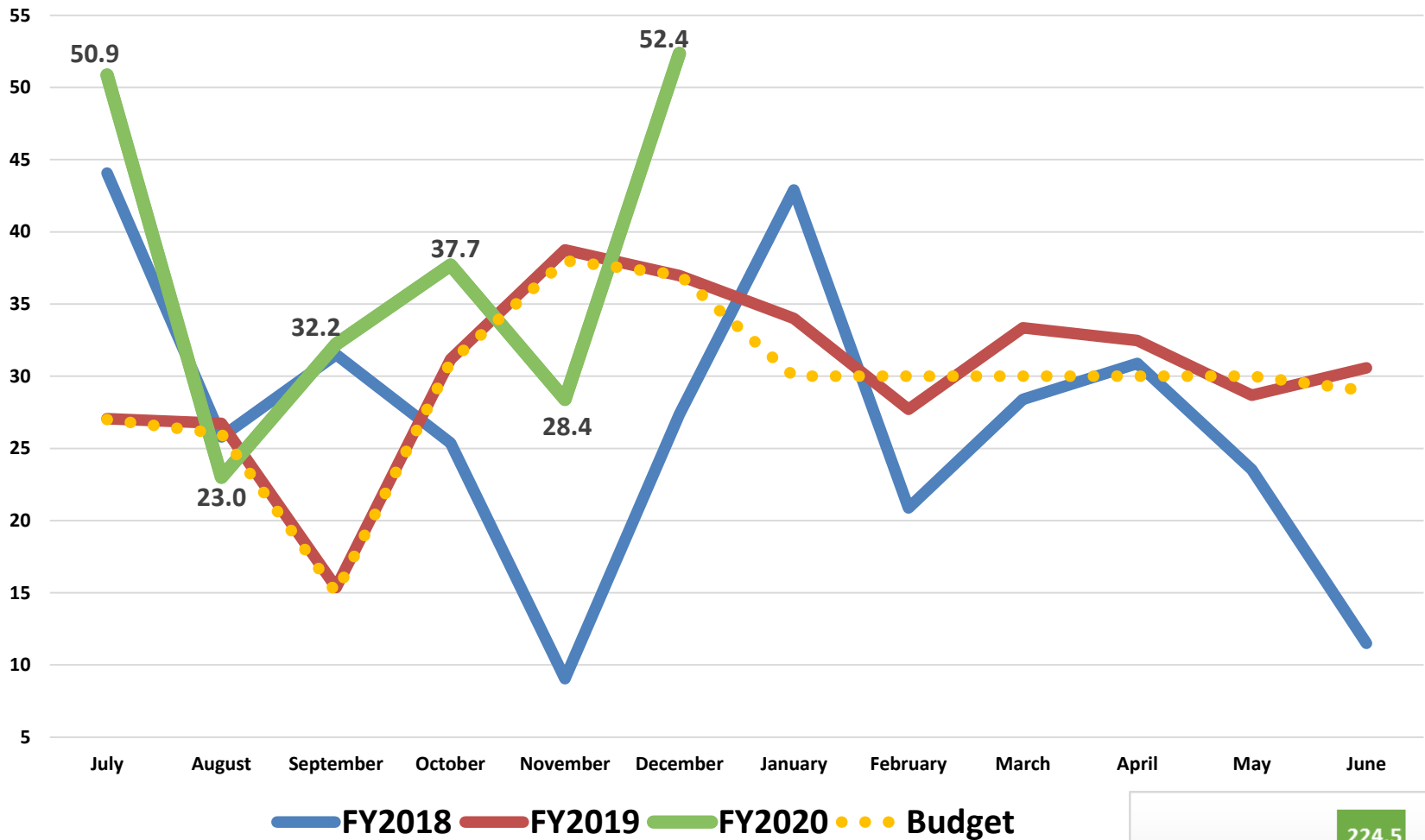
Surgery (OP Only) – 100 Min Units



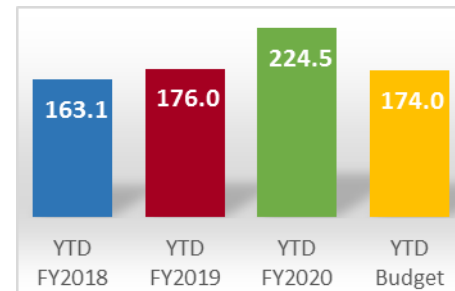
Surgery (IP & OP) - Cases



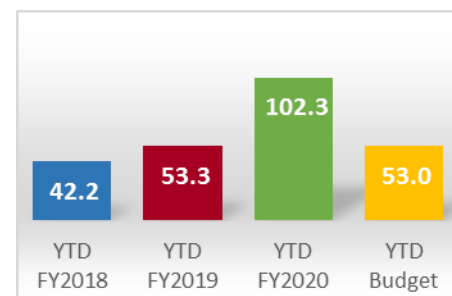
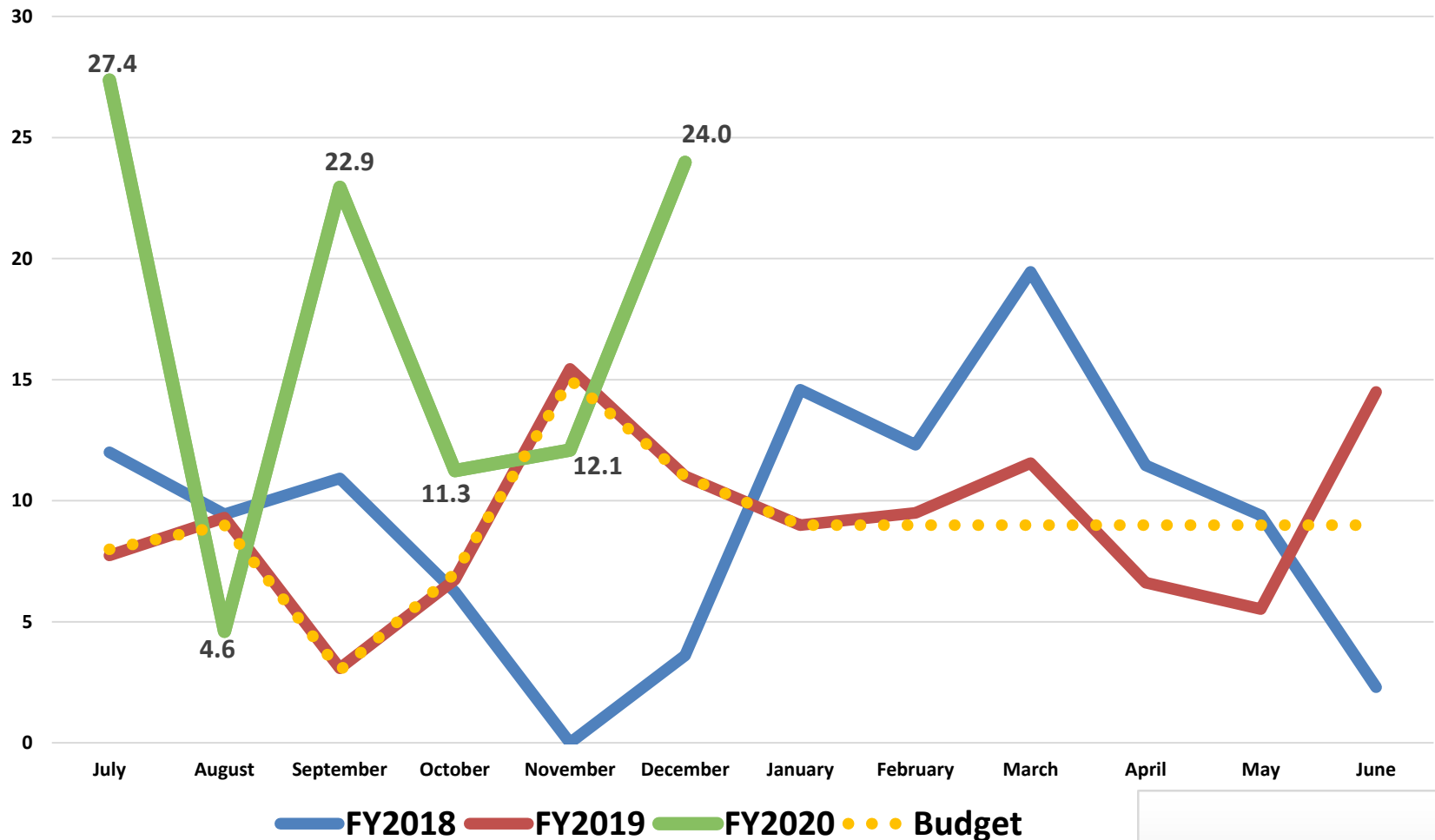
Robotic Surgery (IP & OP) – 100 Min Units



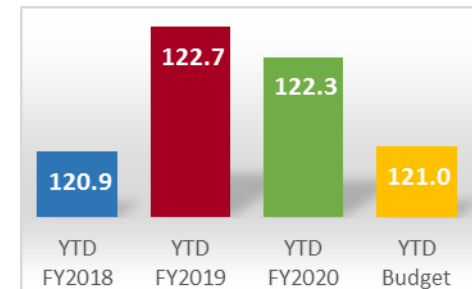
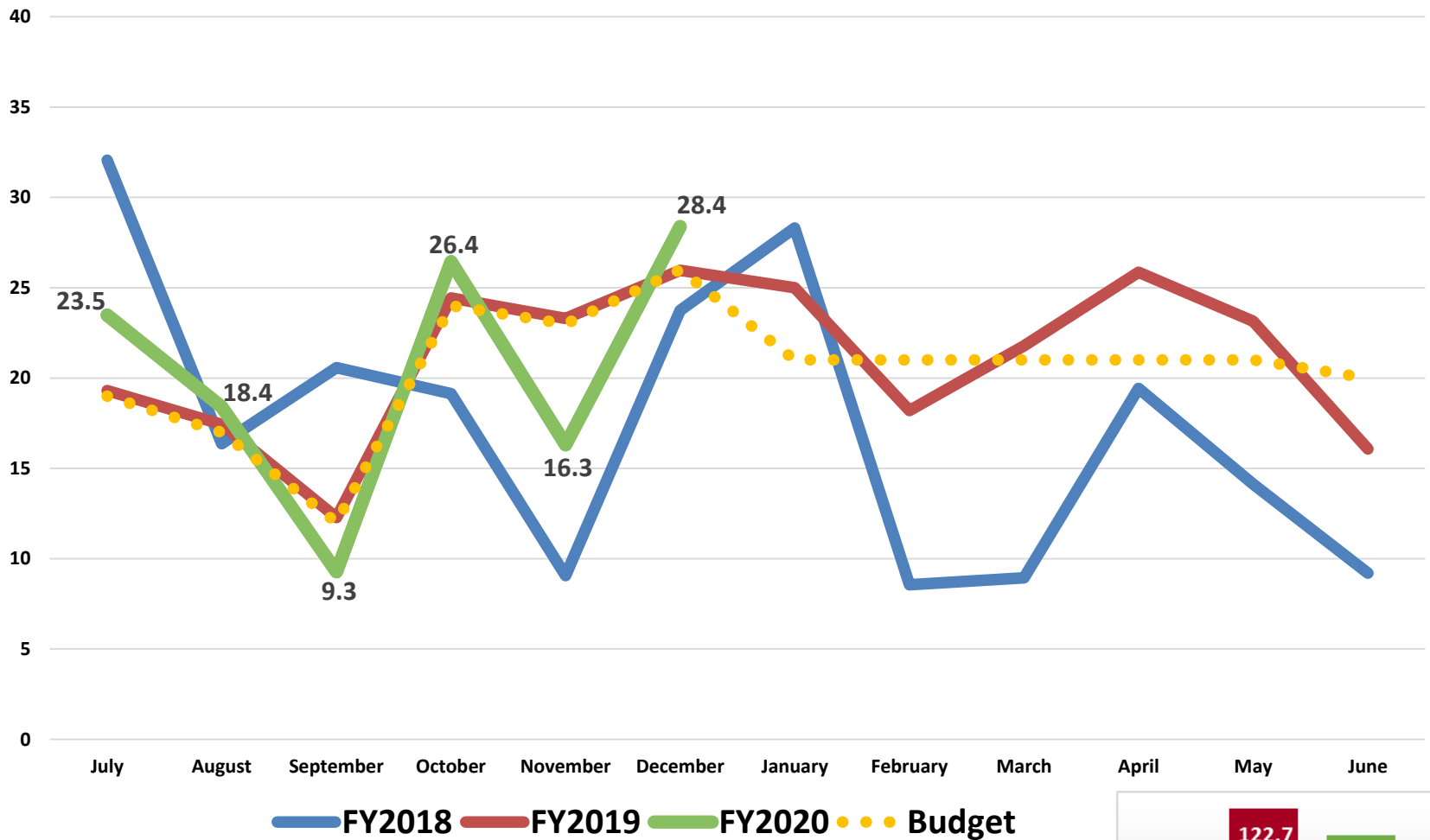
260/348



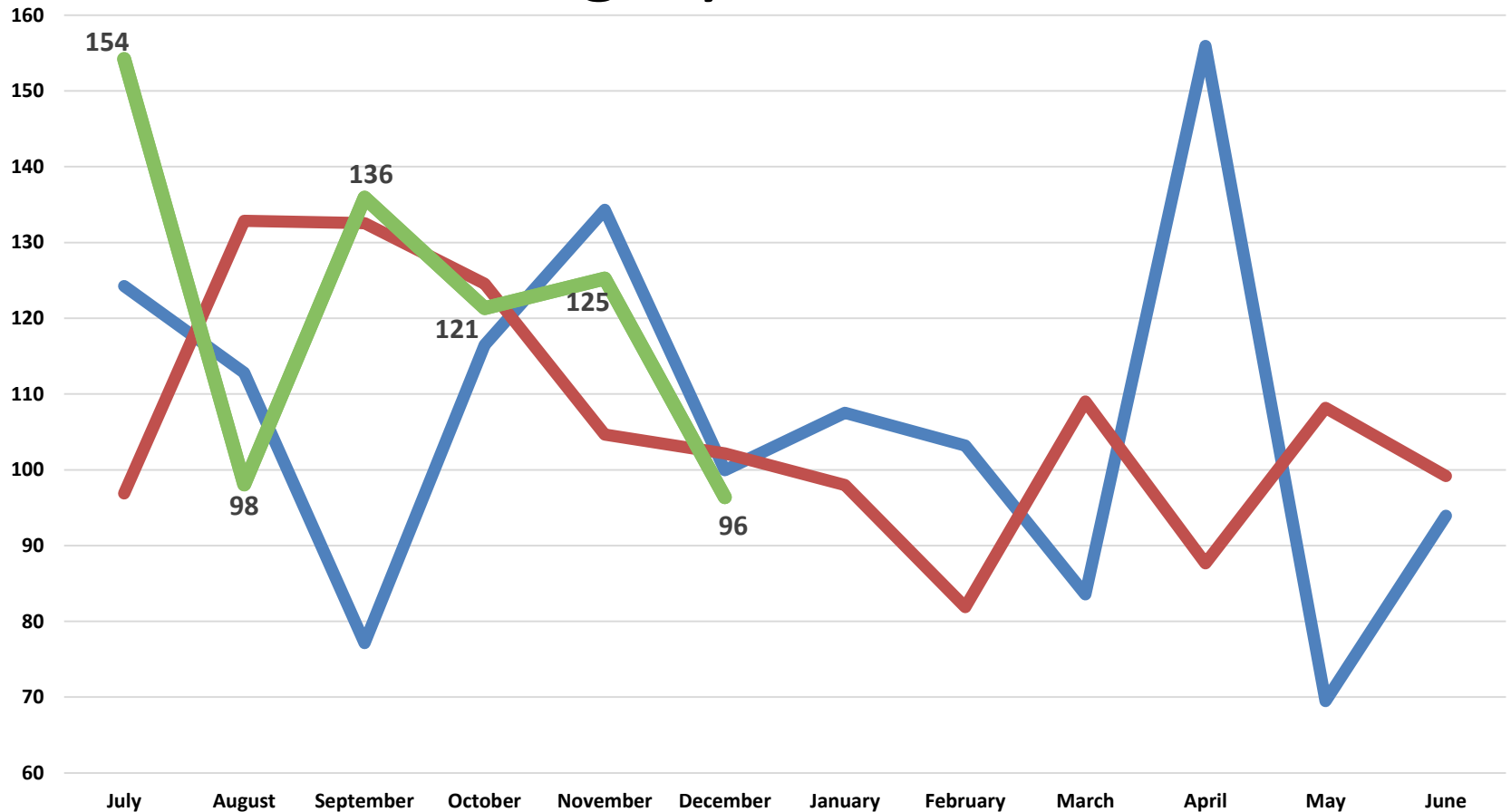
Robotic Surgery (IP Only) – 100 Min Units



Robotic Surgery (OP Only) – 100 Min Units

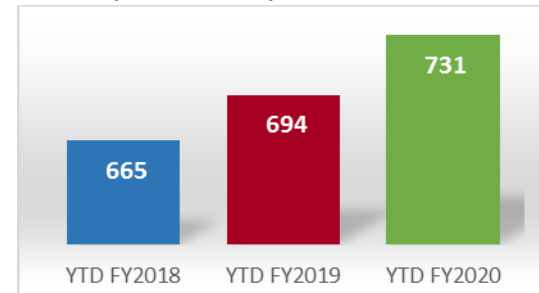


Cardiac Surgery – 100 Min Units



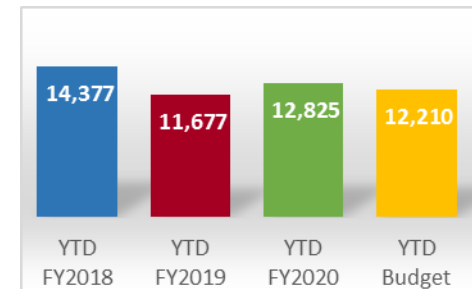
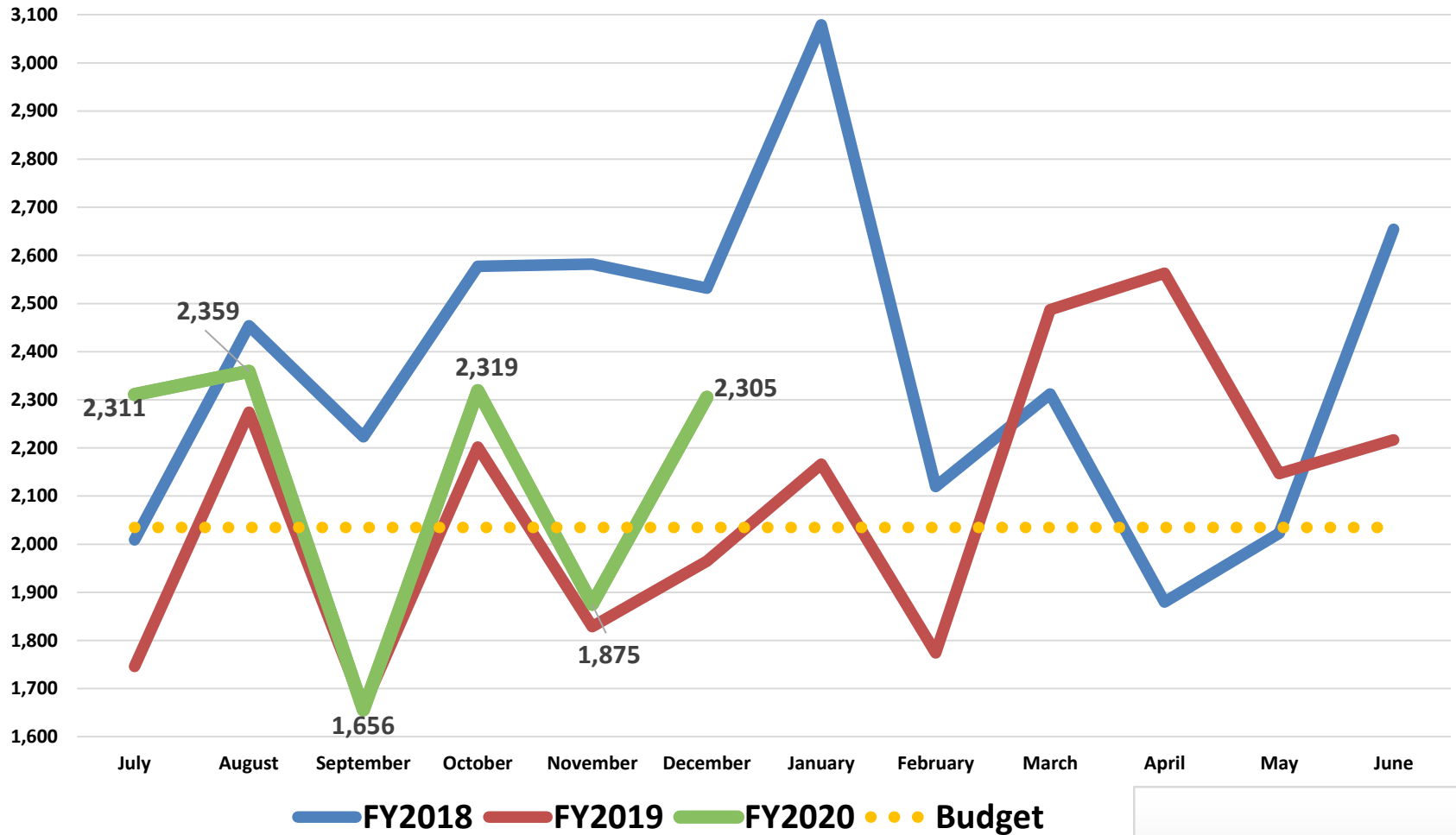
FY2018 FY2019 FY2020

263/348

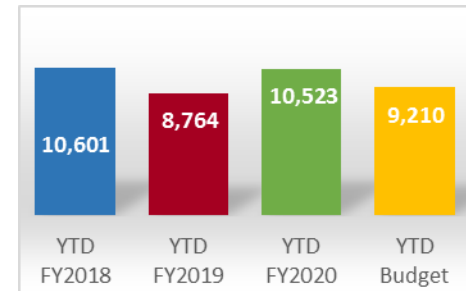
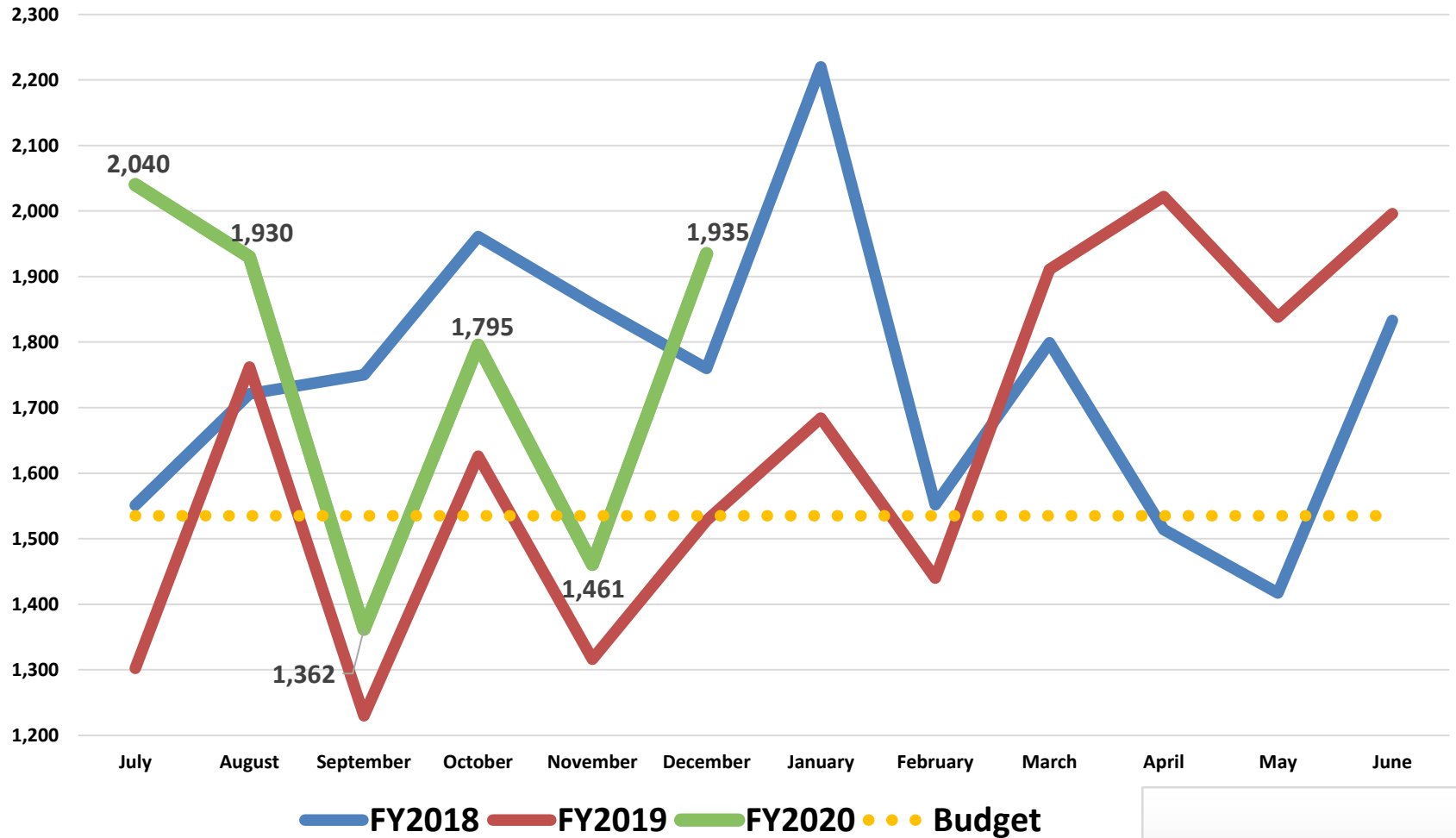


Radiation Oncology Treatments

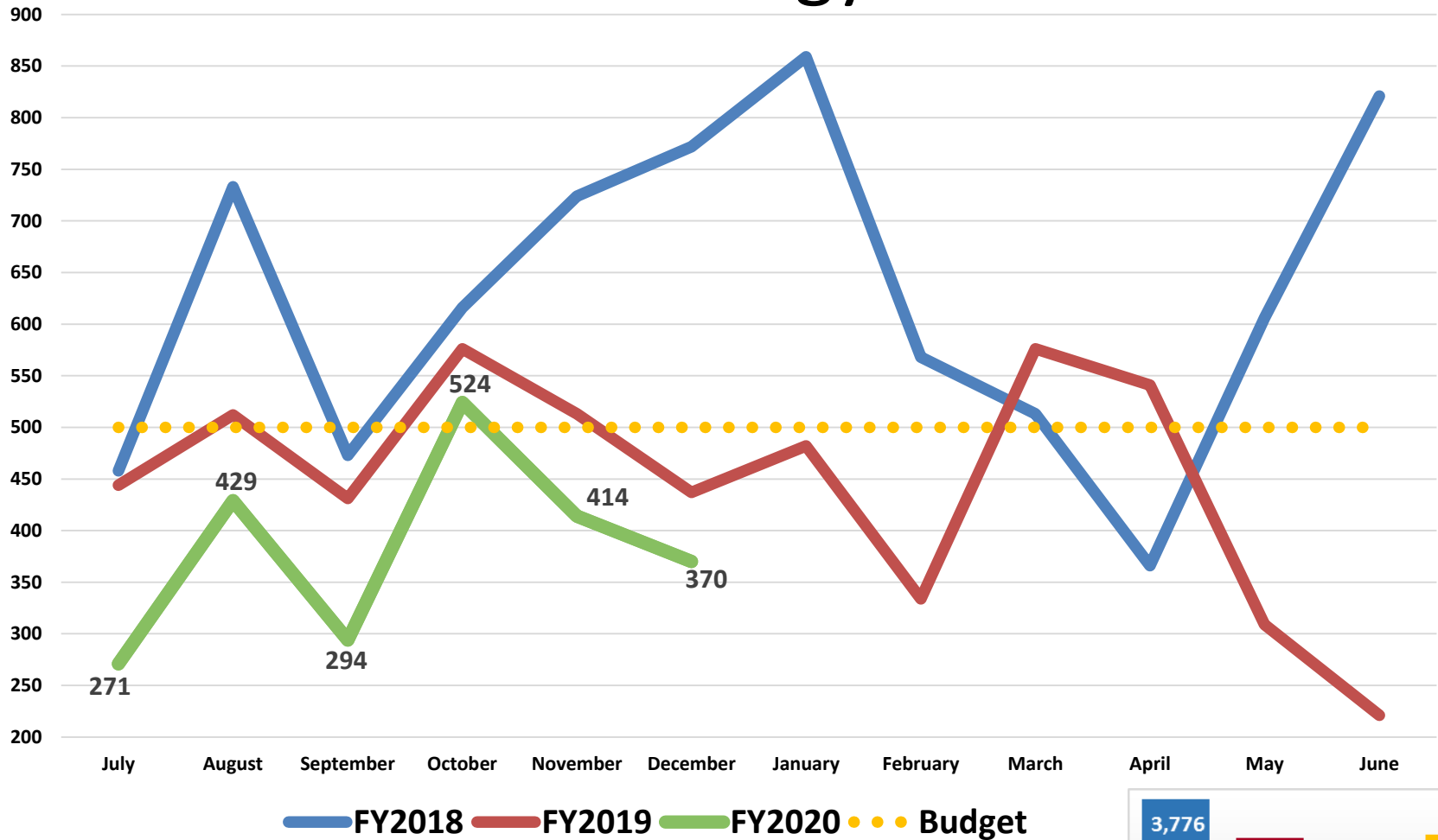
Hanford and Visalia



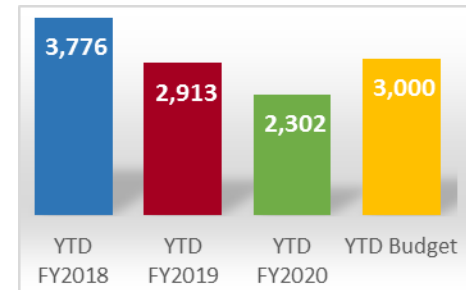
Radiation Oncology - Visalia



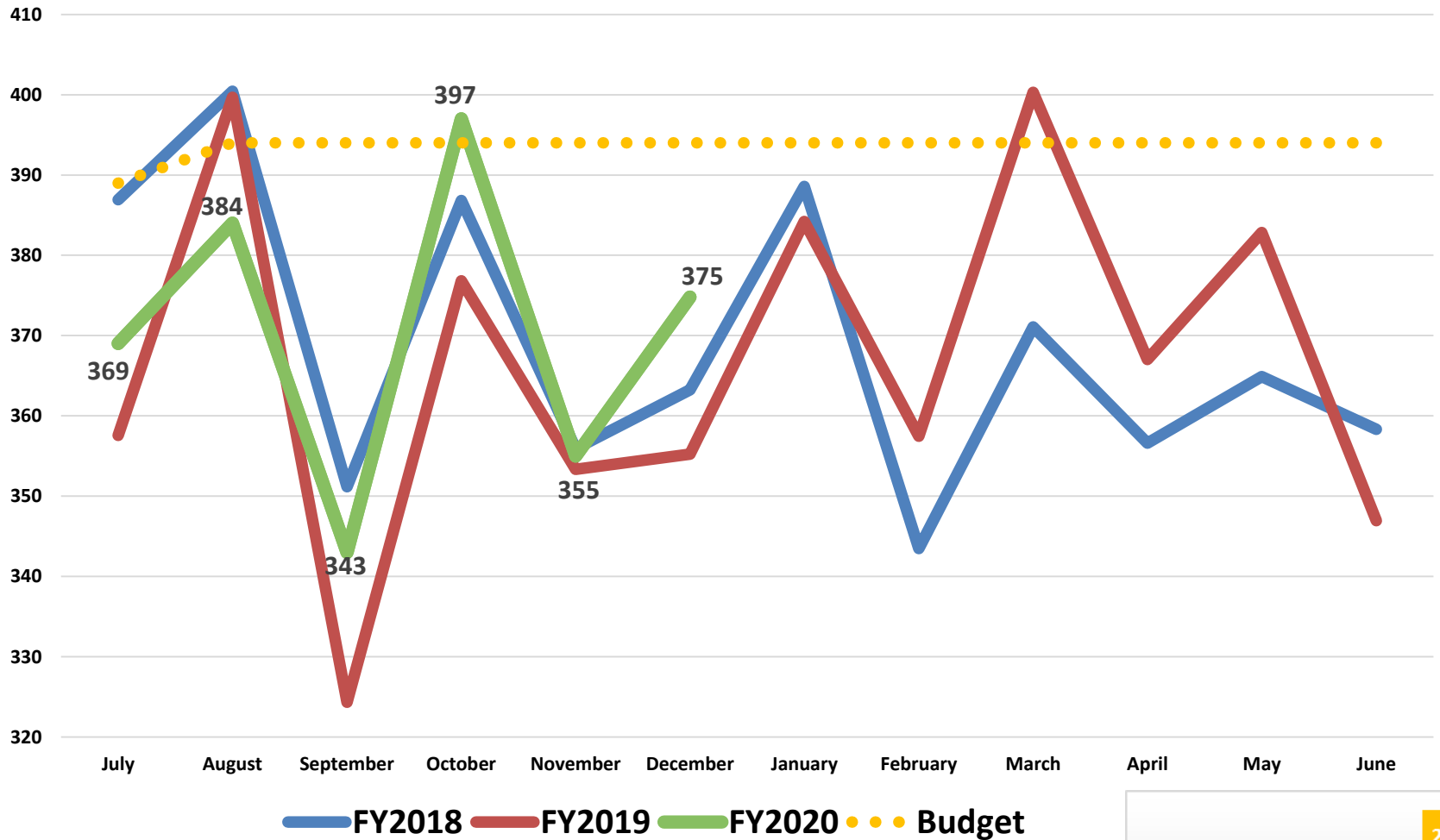
Radiation Oncology - Hanford



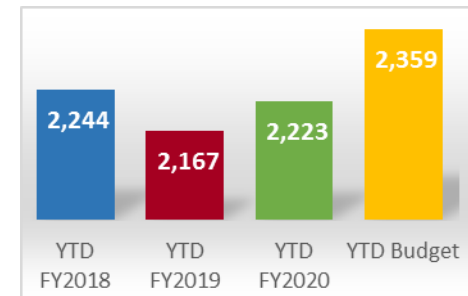
266/348



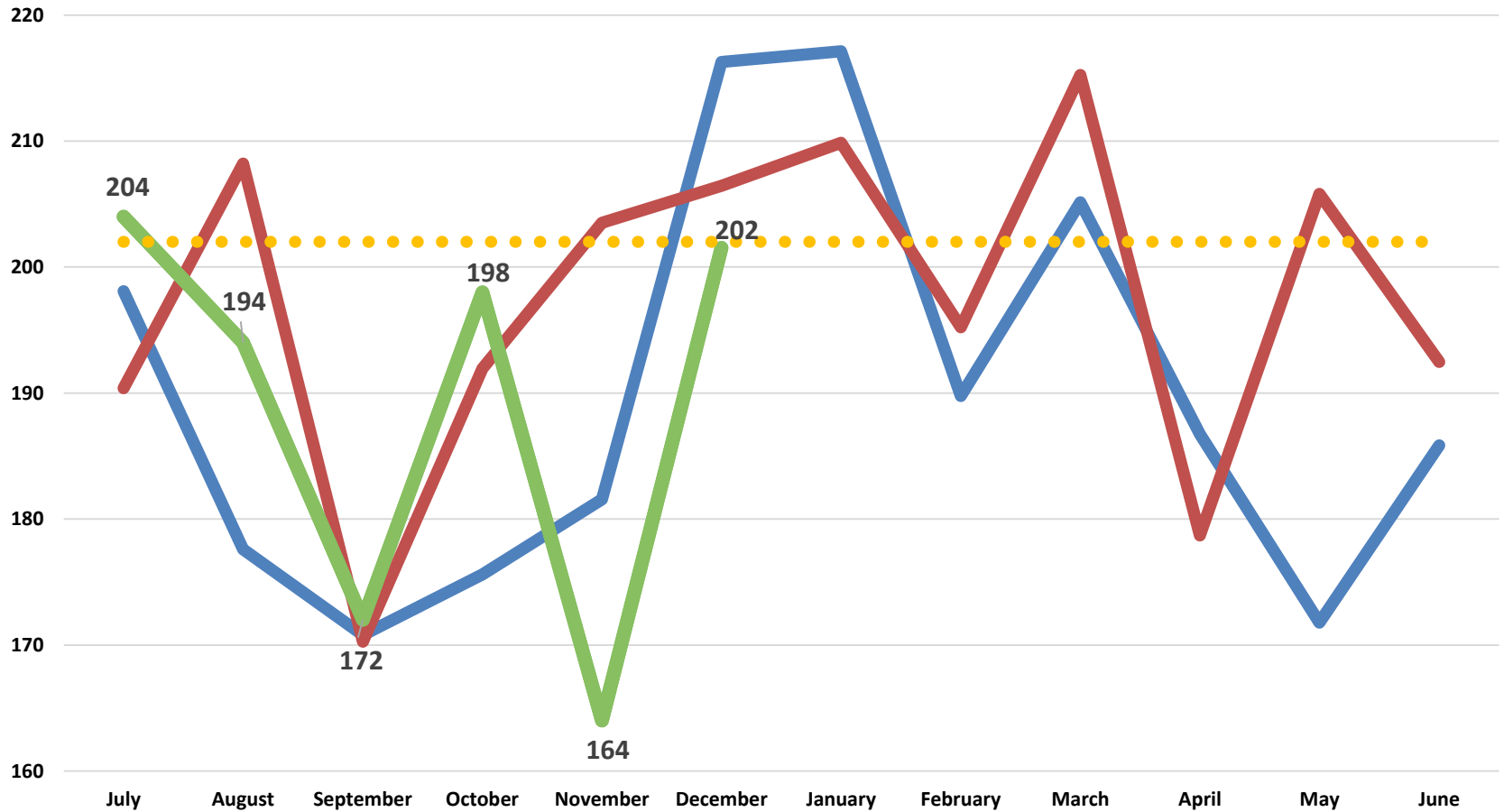
Cath Lab (IP & OP) – 100 Min Units



267/348

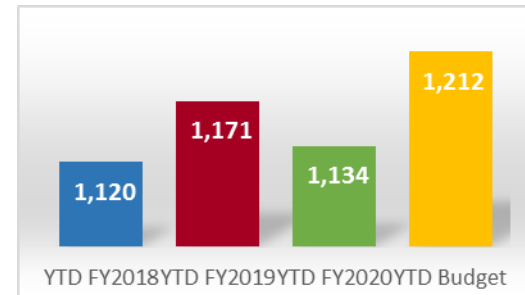


Cath Lab (IP Only) – 100 Min Units



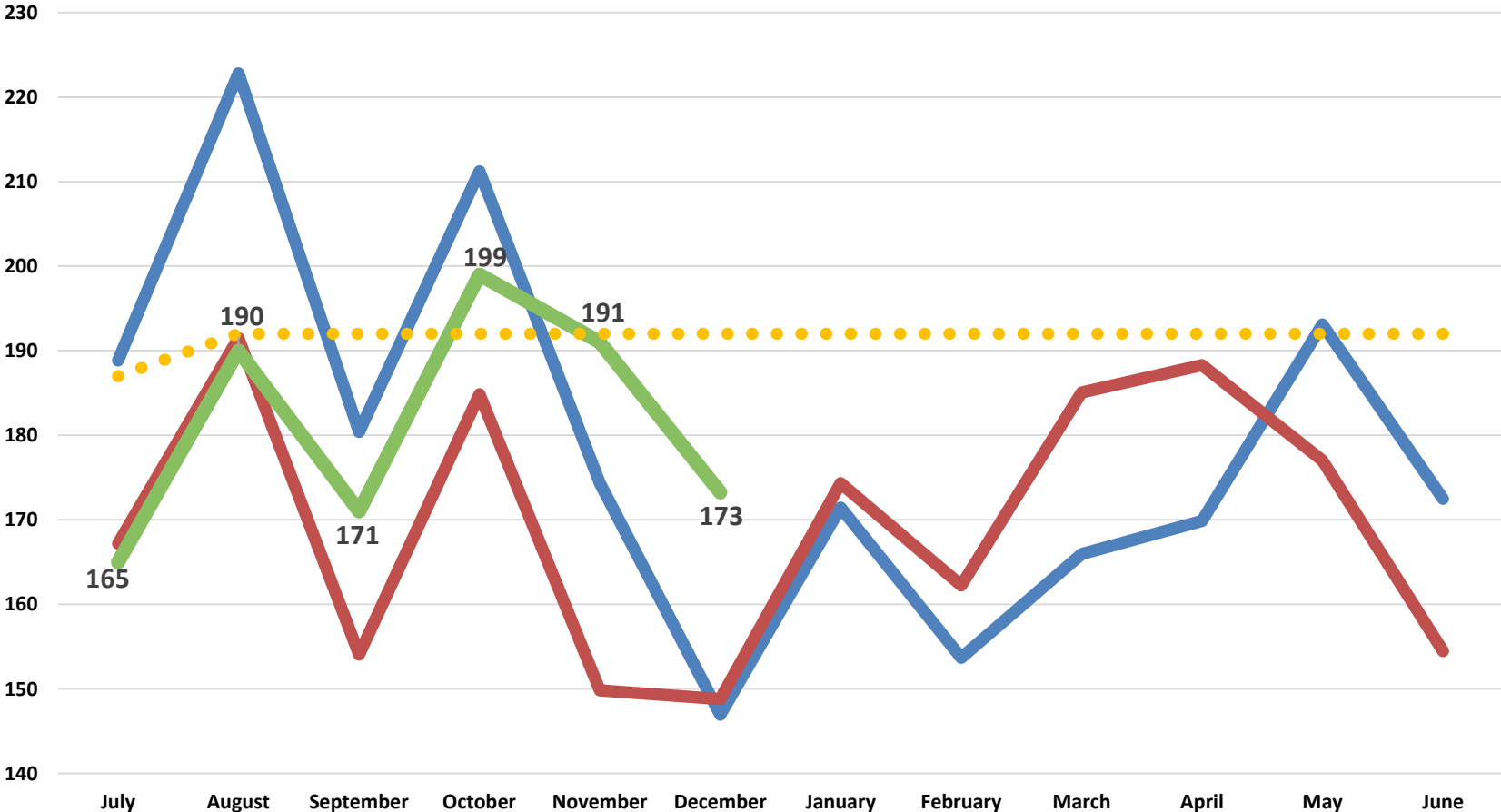
— FY2018
 — FY2019
 — FY2020
 ●●● Budget

268/348



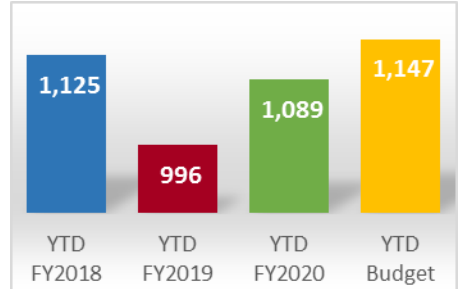
YTD FY2018 YTD FY2019 YTD FY2020 YTD Budget

Cath Lab (OP Only) – 100 Min Units

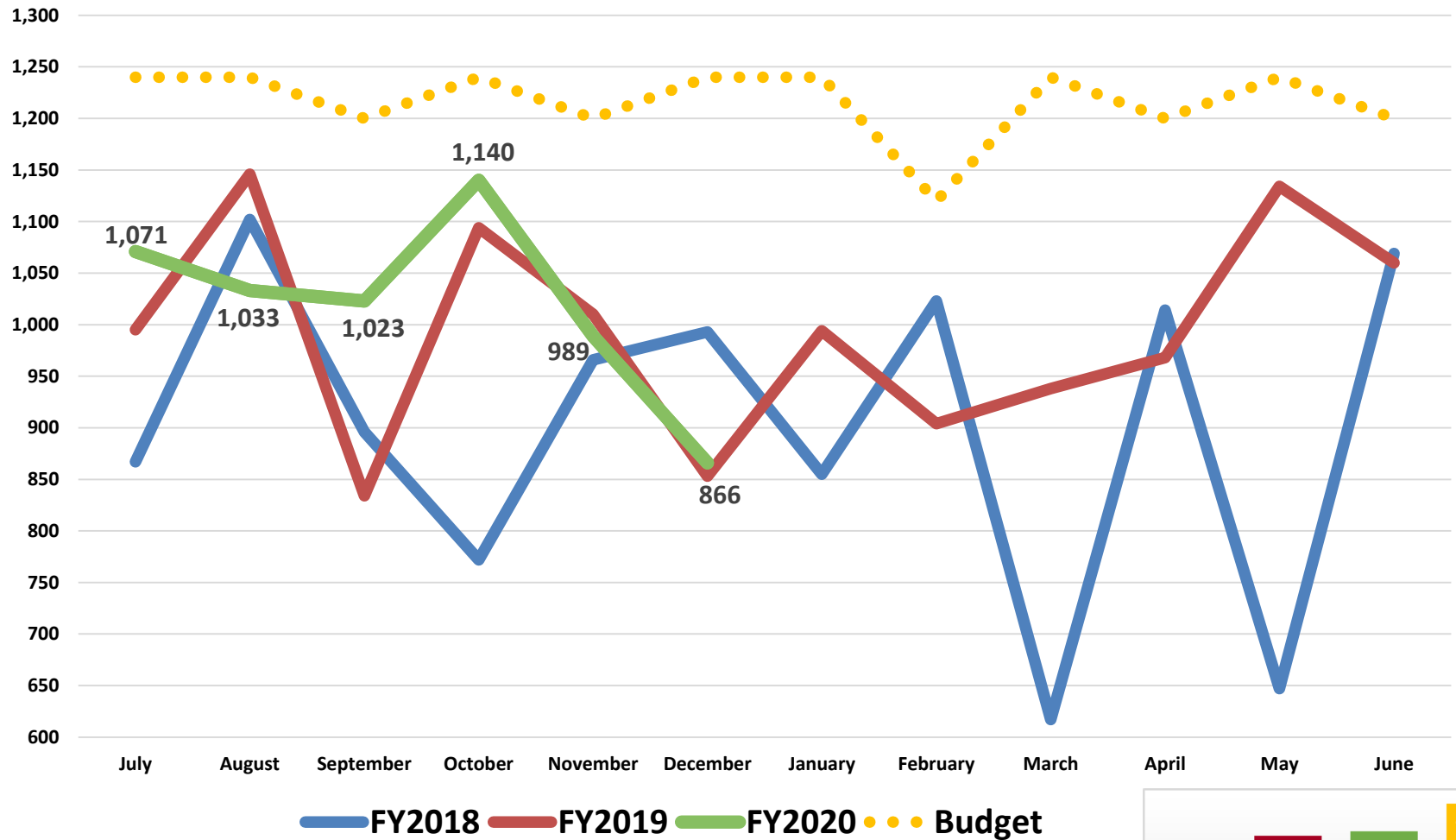


— FY2018
 — FY2019
 — FY2020
 ●●● Budget

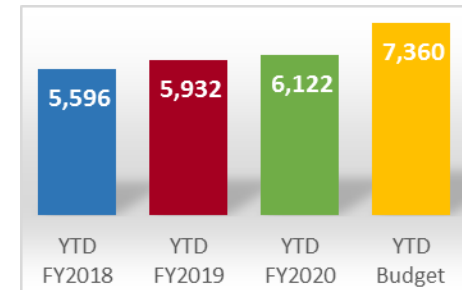
269/348



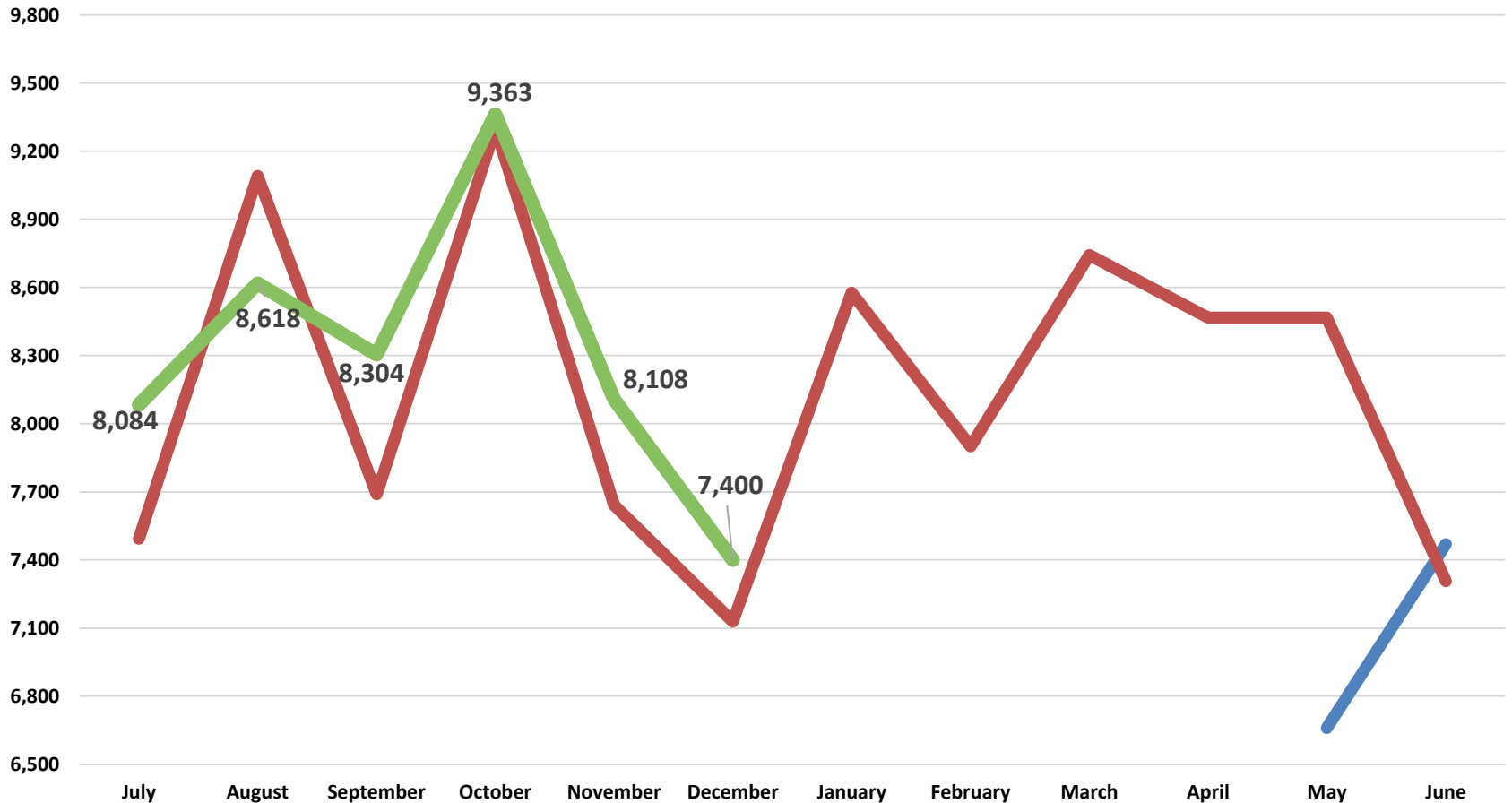
GME Family Medicine Clinic Visits



270/348

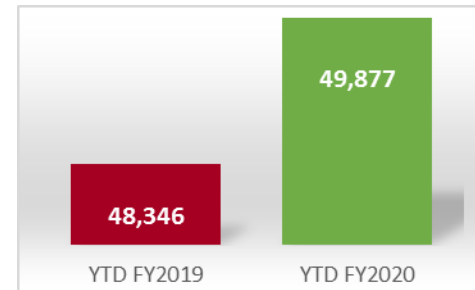


Rural Health Clinic Registrations

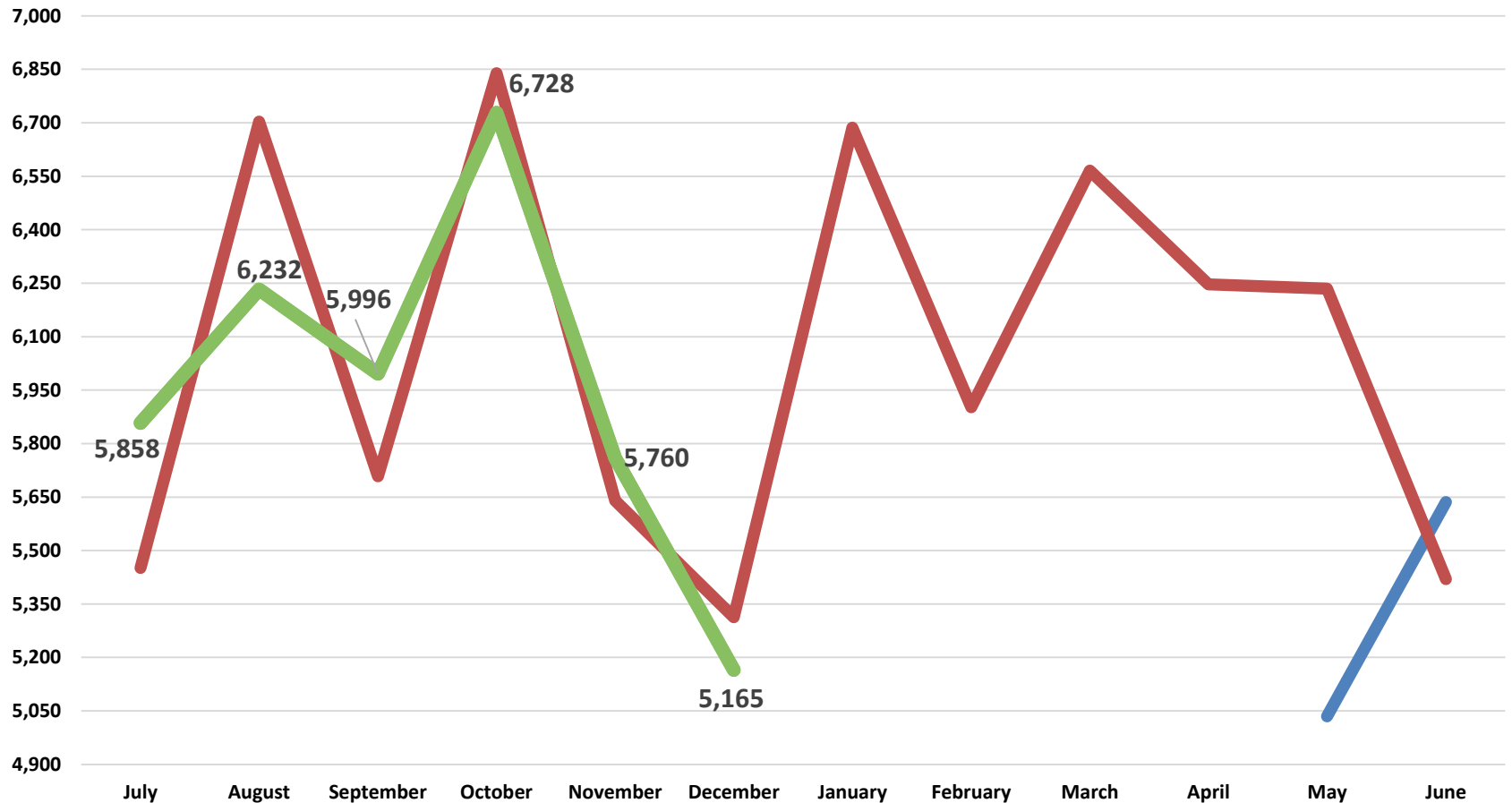


— **FY2018**
 — **FY2019**
 — **FY2020**

271/348



Exeter RHC - Registrations

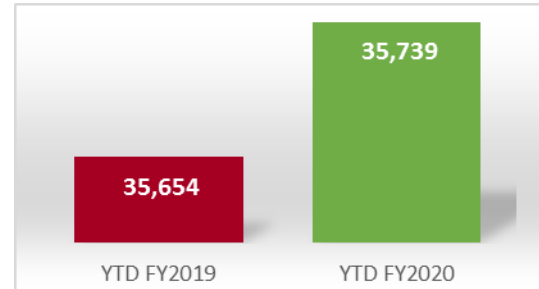


FY2018

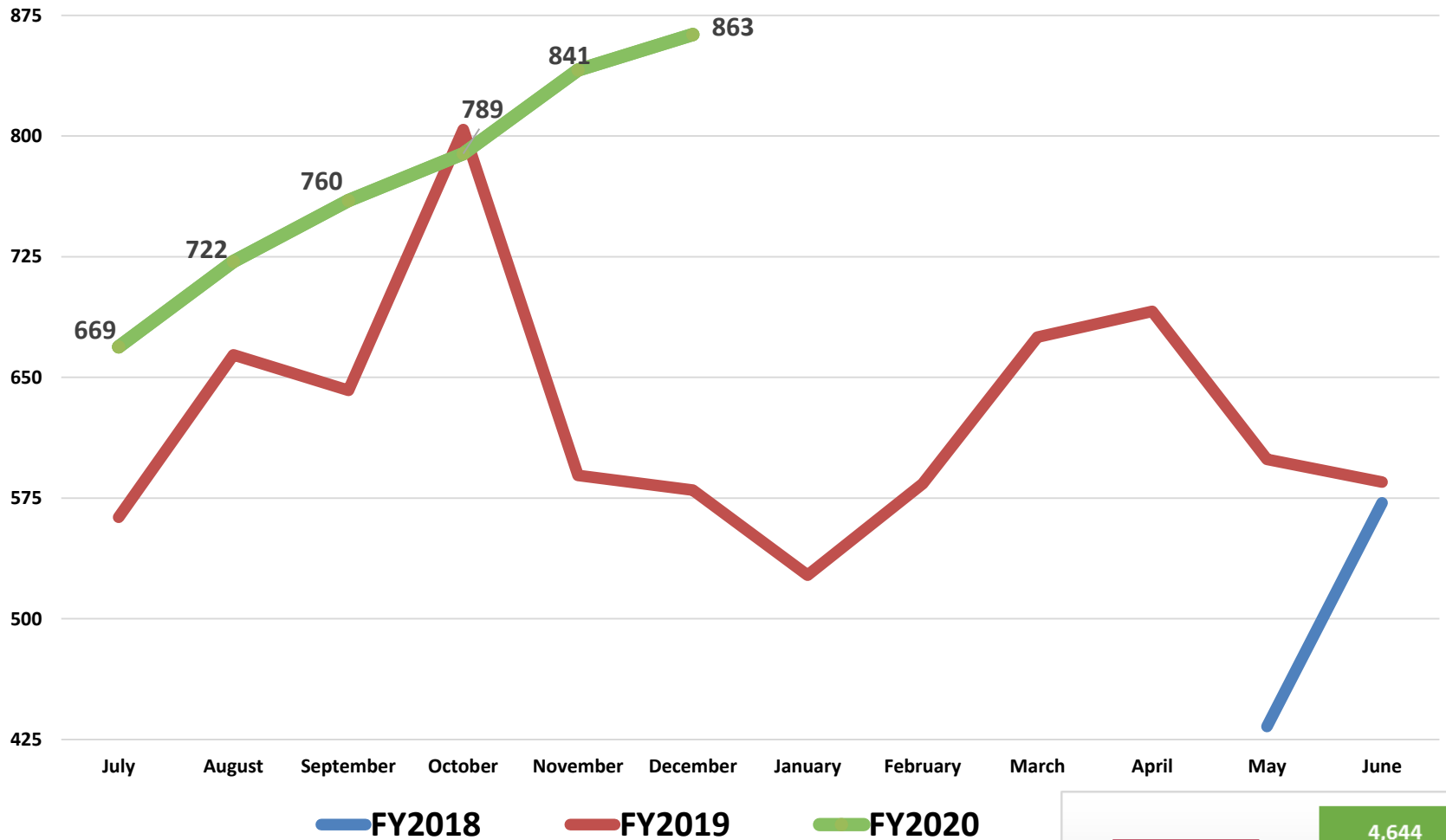
FY2019

FY2020

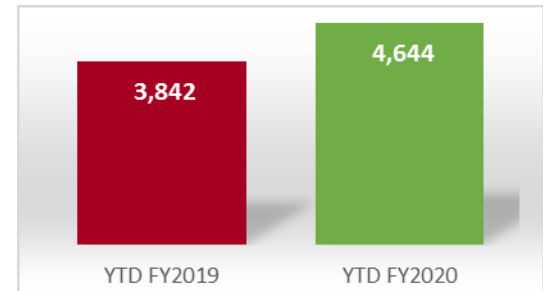
272/348



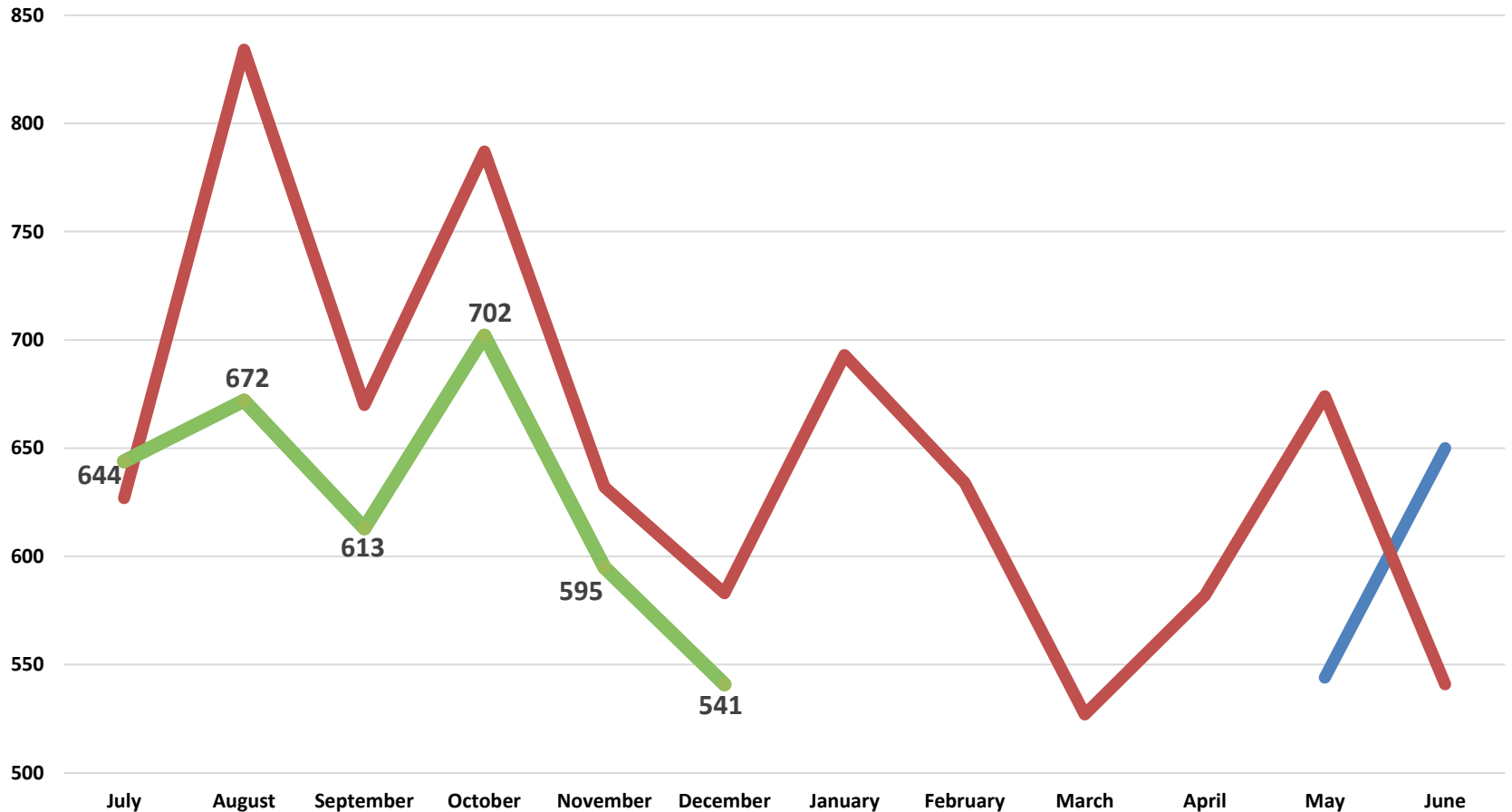
Lindsay RHC - Registrations



273/348



Woodlake RHC - Registrations

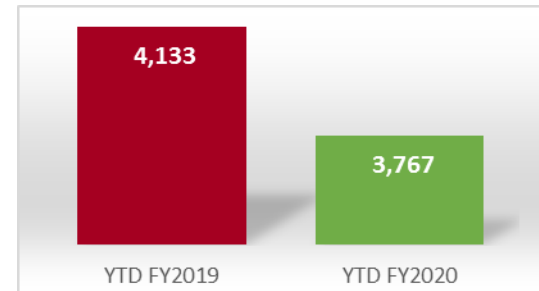


FY2018

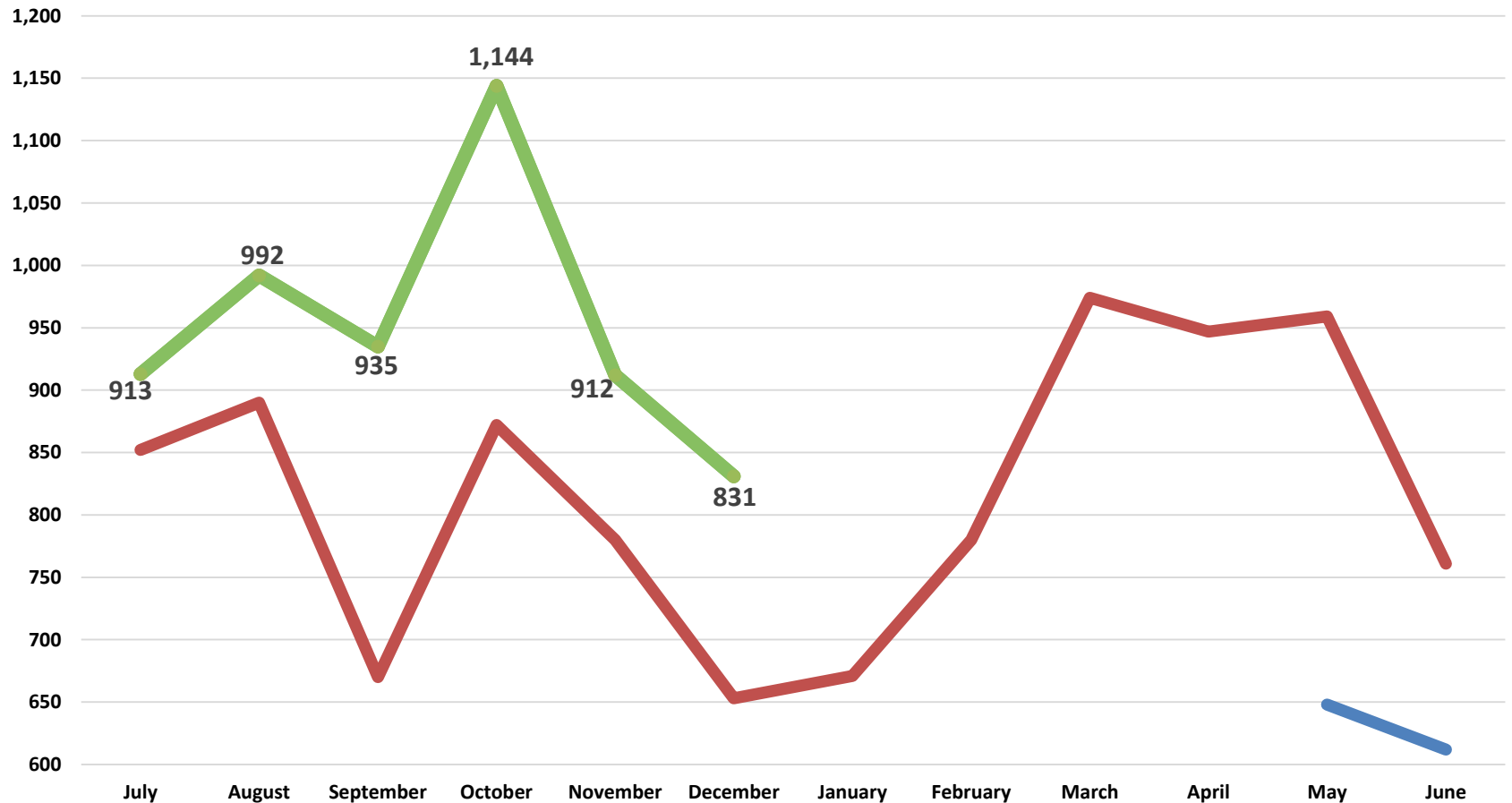
FY2019

FY2020

274/348

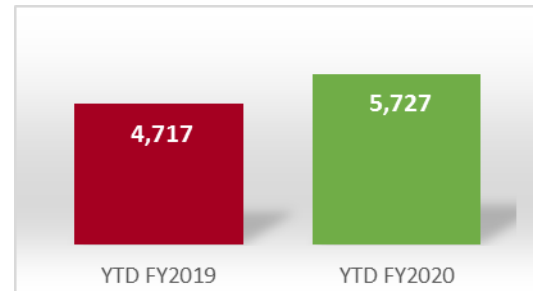


Dinuba RHC - Registrations

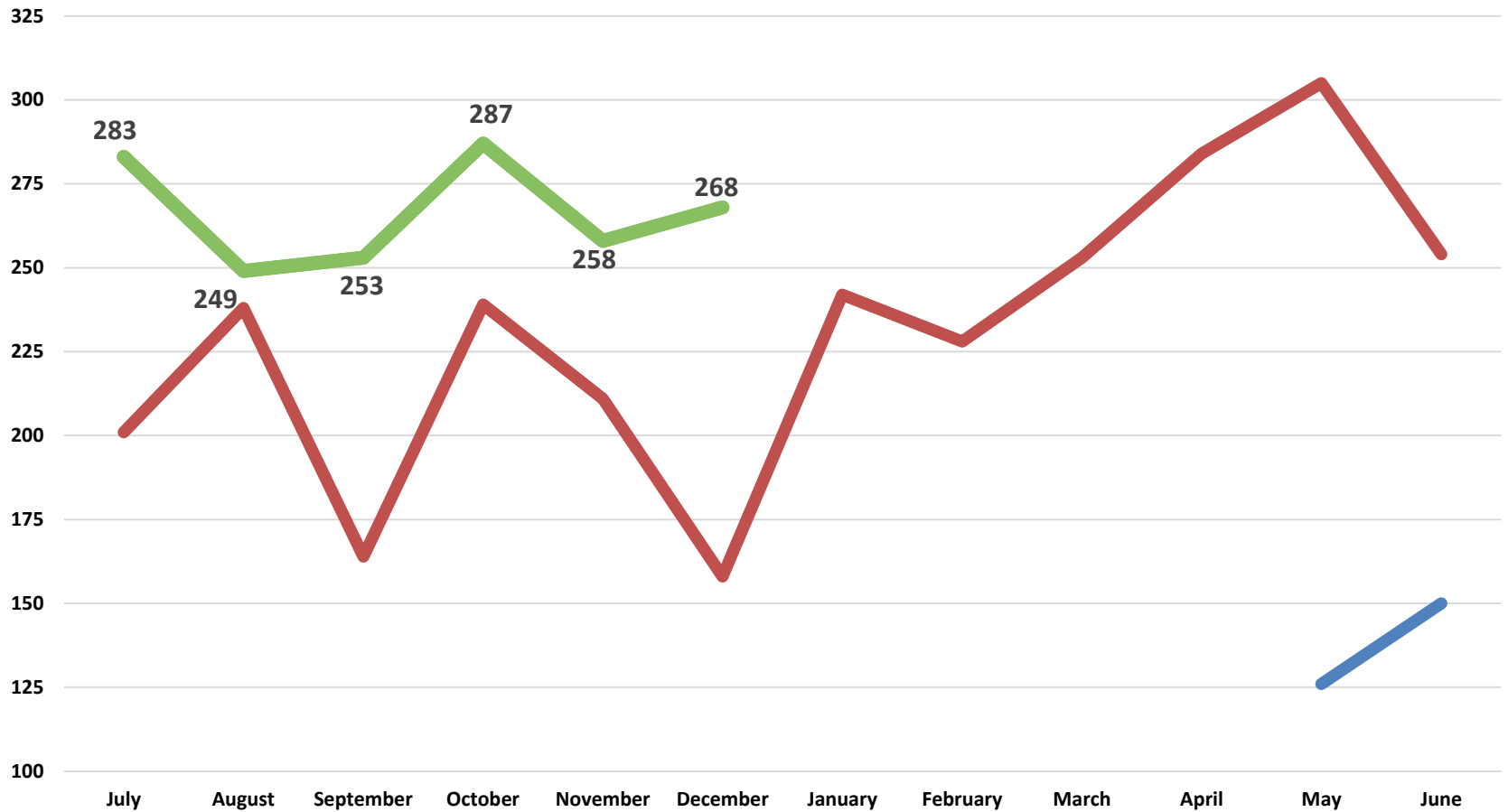


FY2018 **FY2019** **FY2020**

275/348

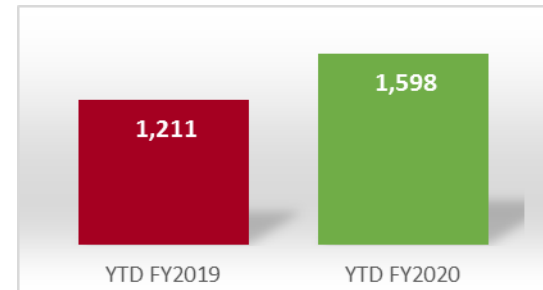


Neurosurgery Clinic - Registrations

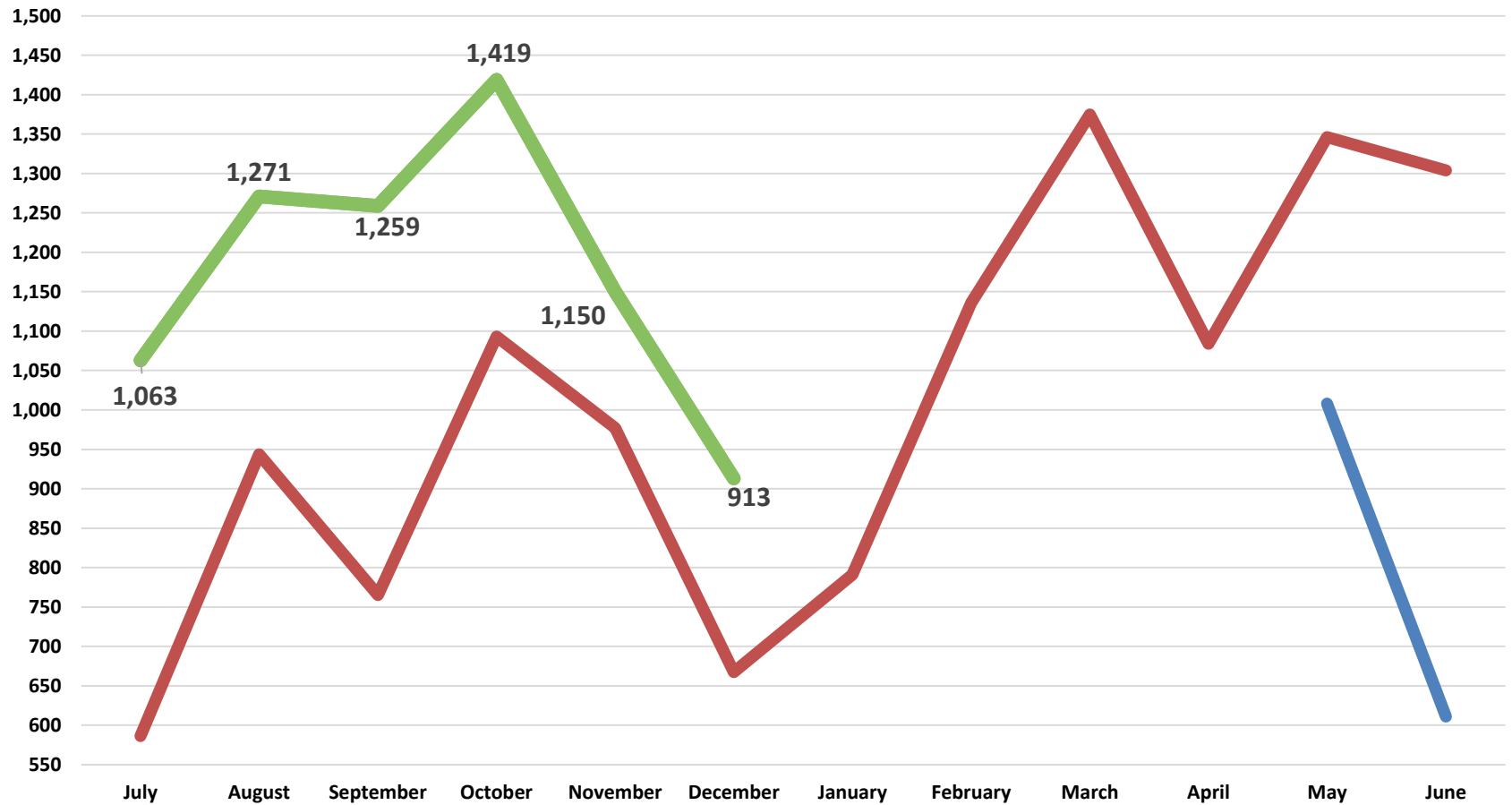


— FY2018 — FY2019 — FY2020

276/348

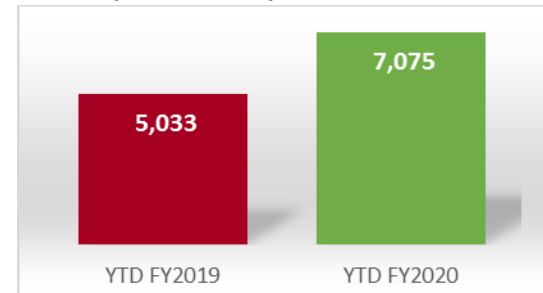


Neurosurgery Clinic - wRVU's

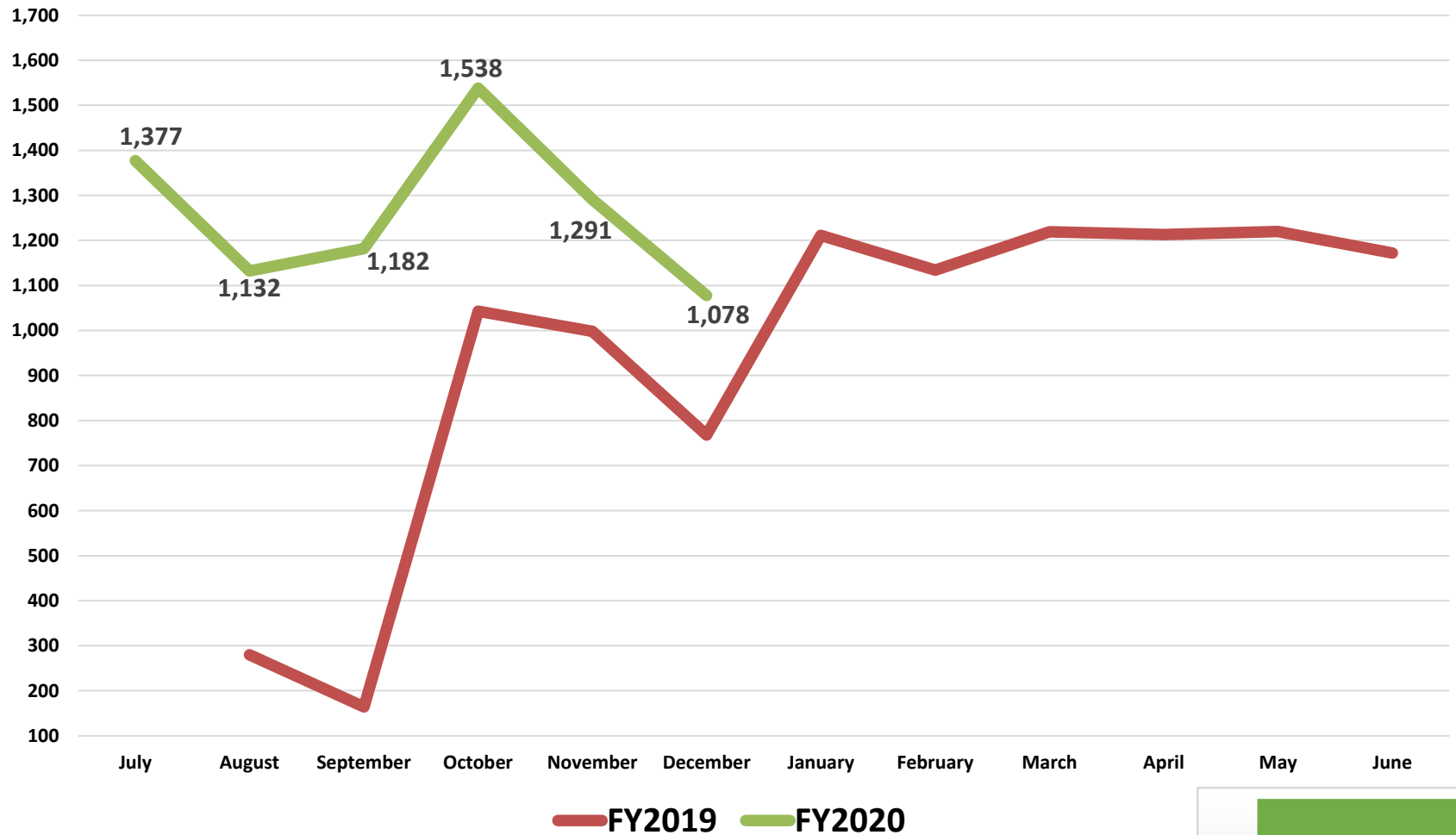


FY2018 FY2019 FY2020

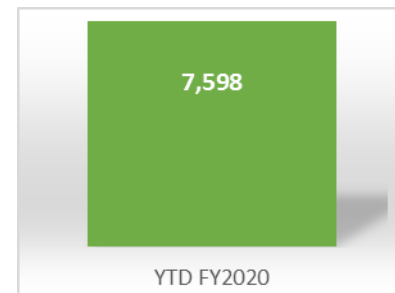
277/348



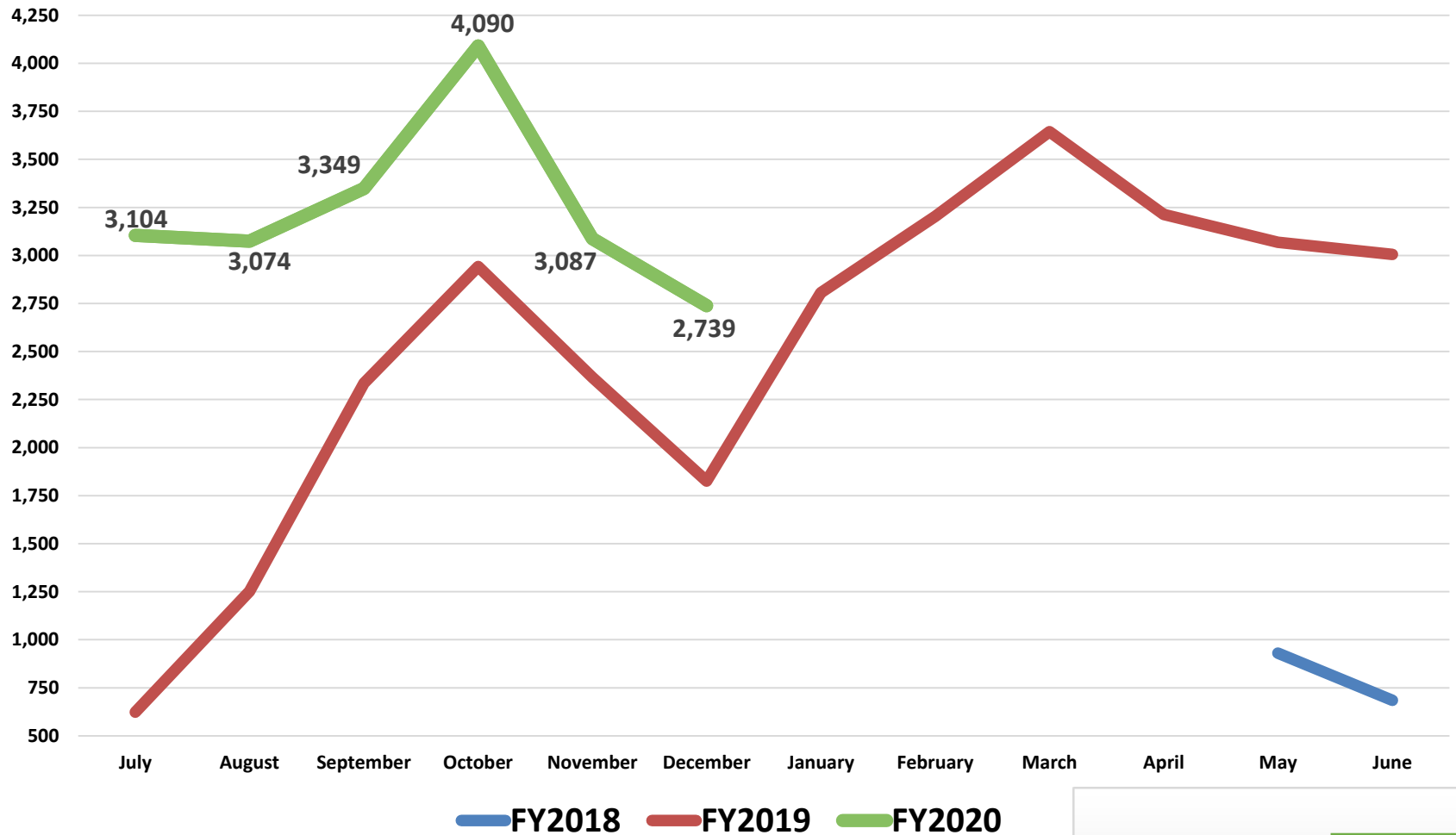
Sequoia Cardiology - Registrations



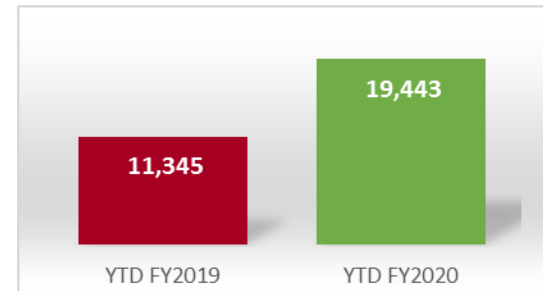
278/348



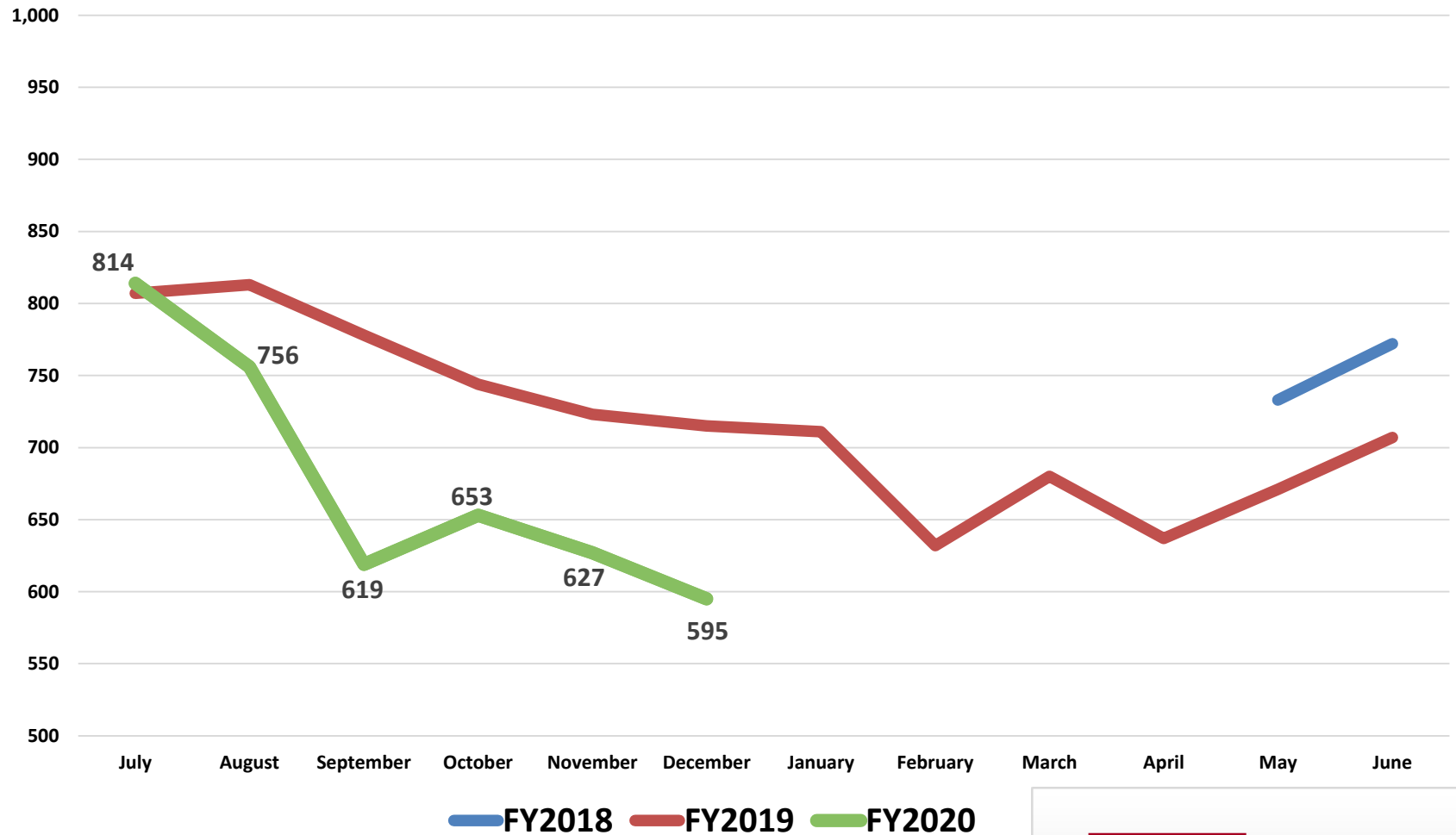
Sequoia Cardiology – wRVU's



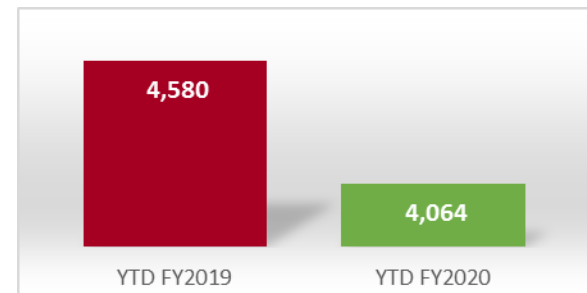
279/348



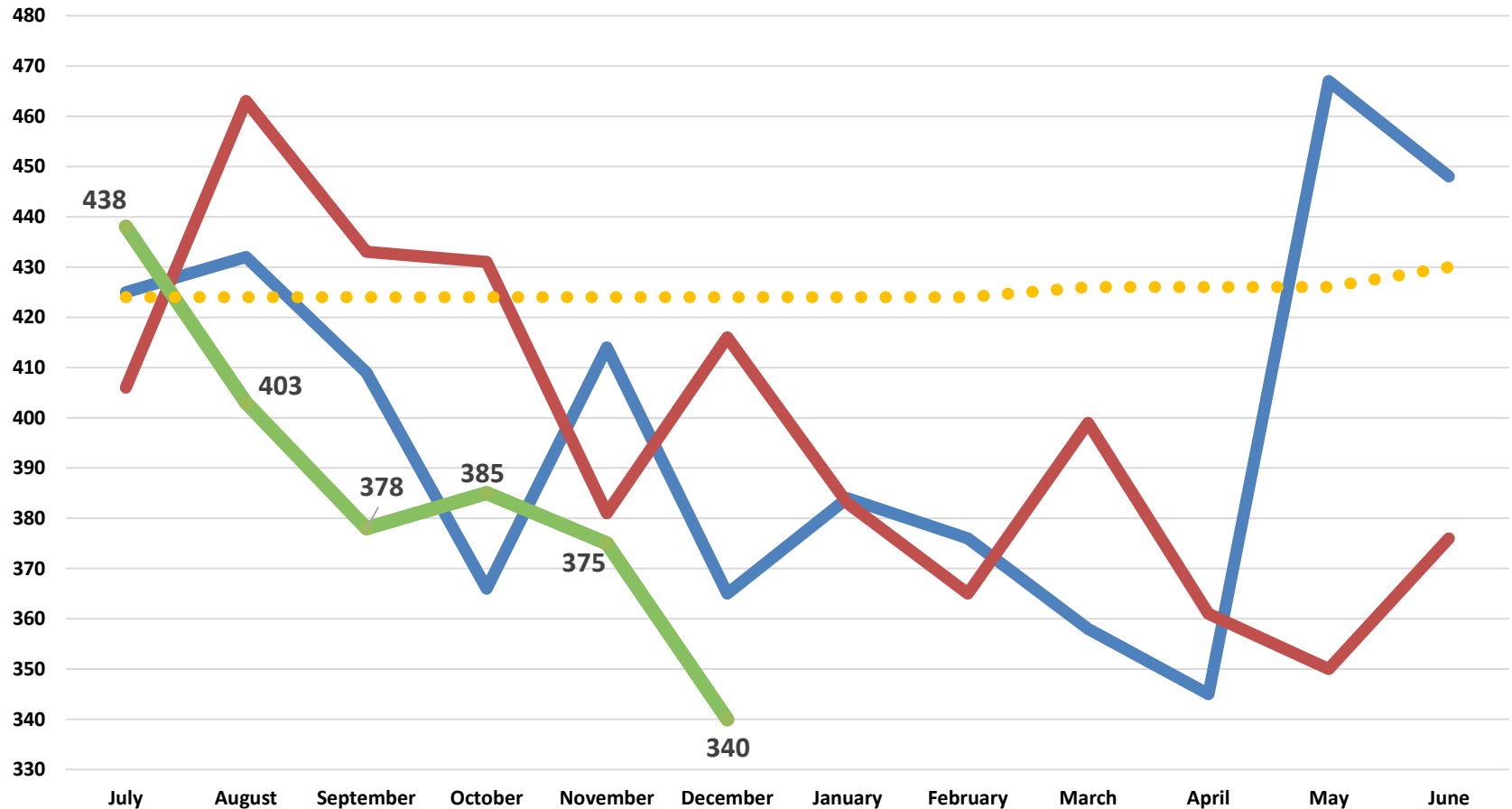
Labor Triage Registrations



280/348

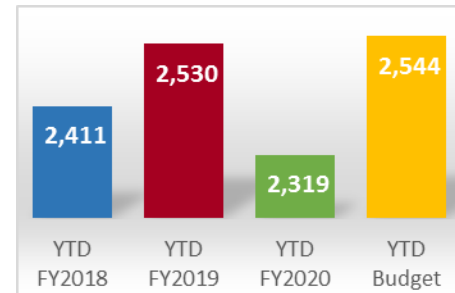


Deliveries

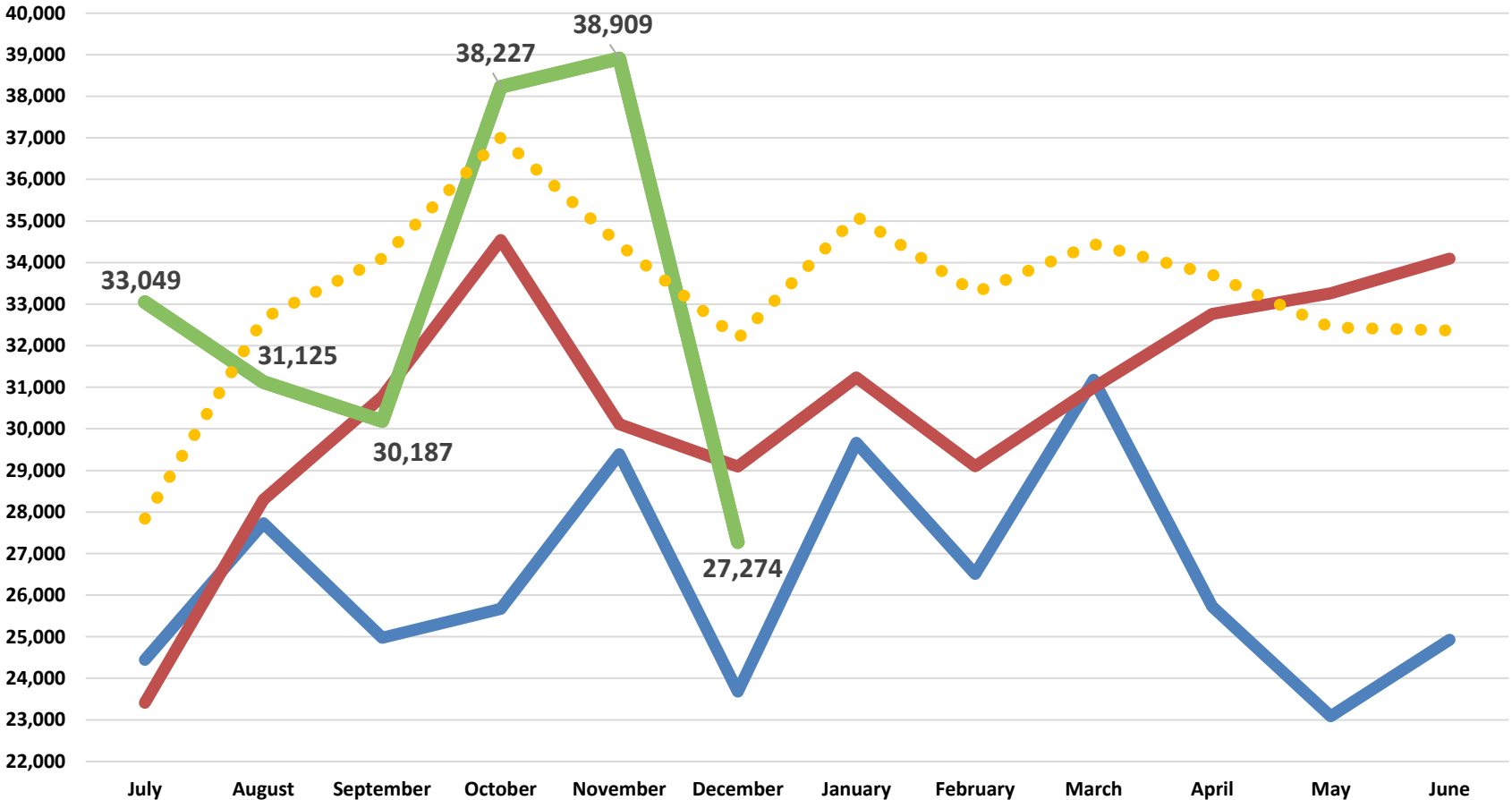


—●— **FY2018**
 —●— **FY2019**
 —●— **FY2020**
 ●●● **Budget**

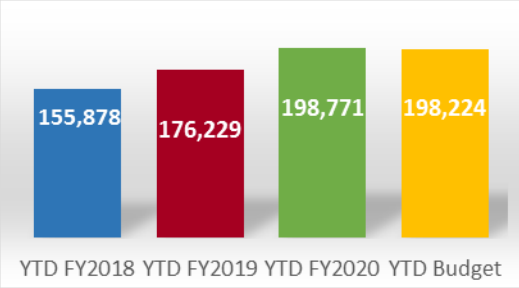
281/348



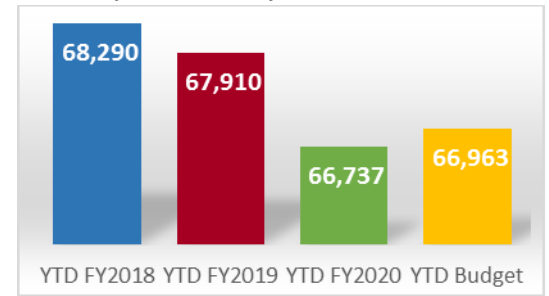
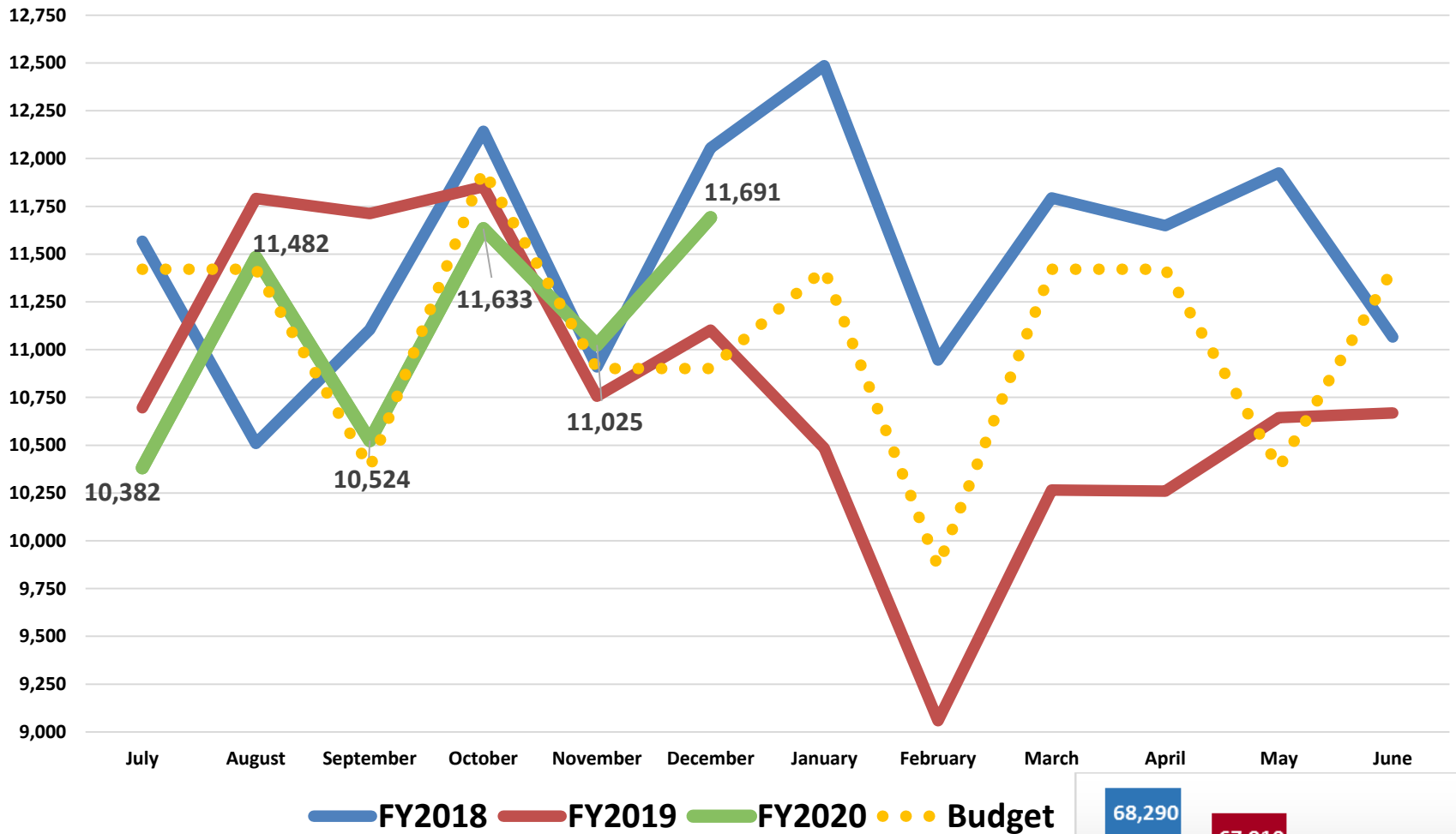
KDMF RVU's



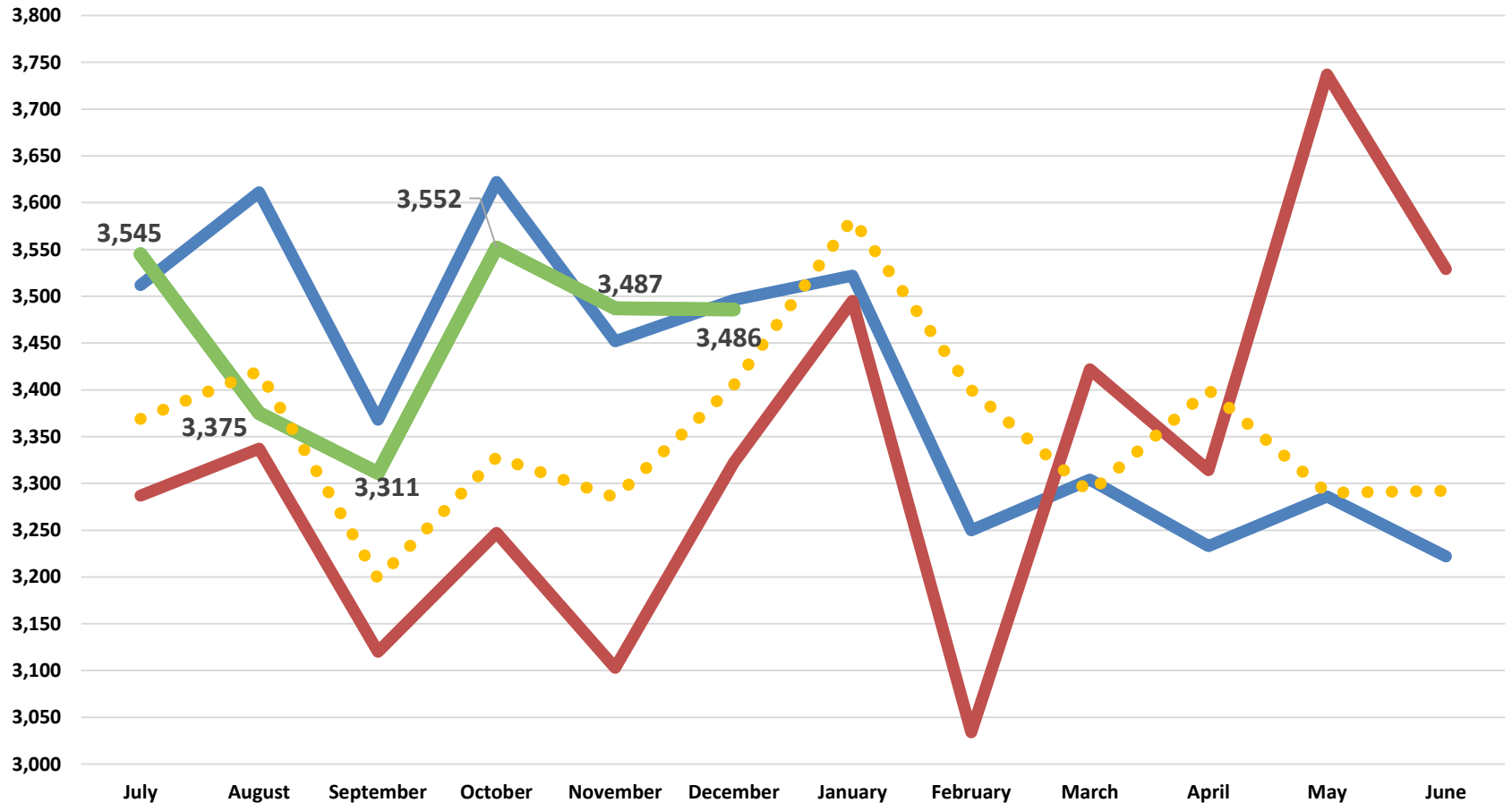
— FY2018
 — FY2019
 — FY2020
 ••• Budget



Home Infusion Days

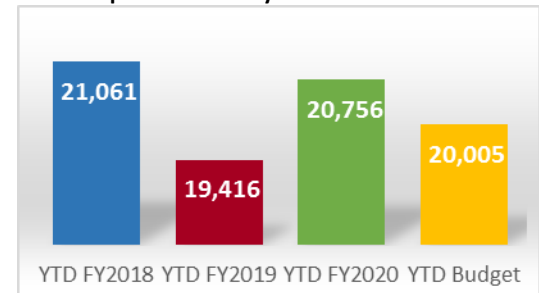


Hospice Days

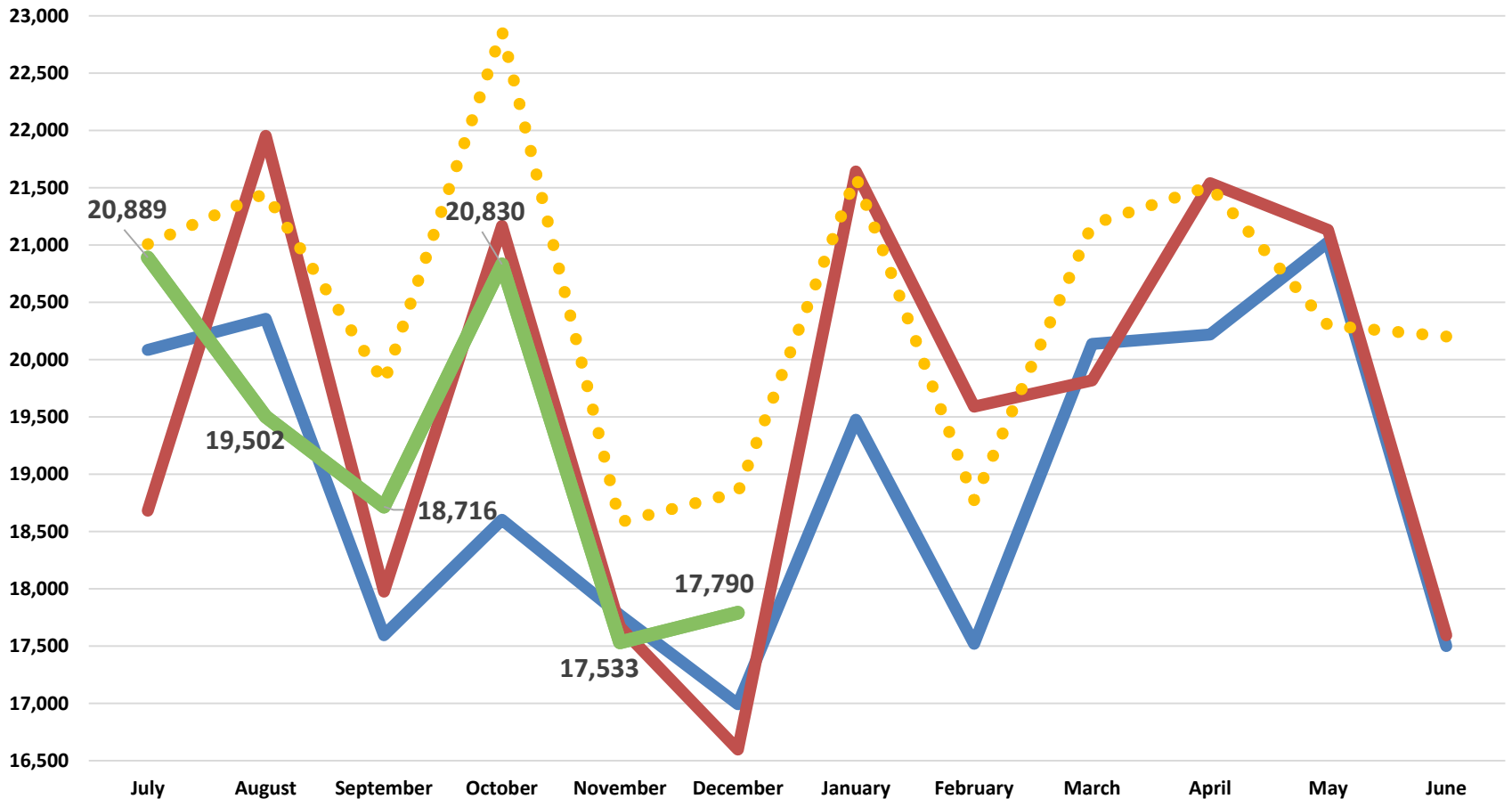


— FY2018
 — FY2019
 — FY2020
 ● Budget

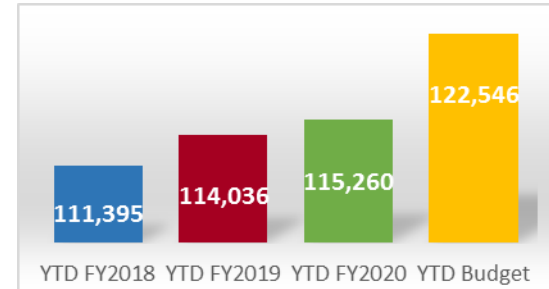
284/348



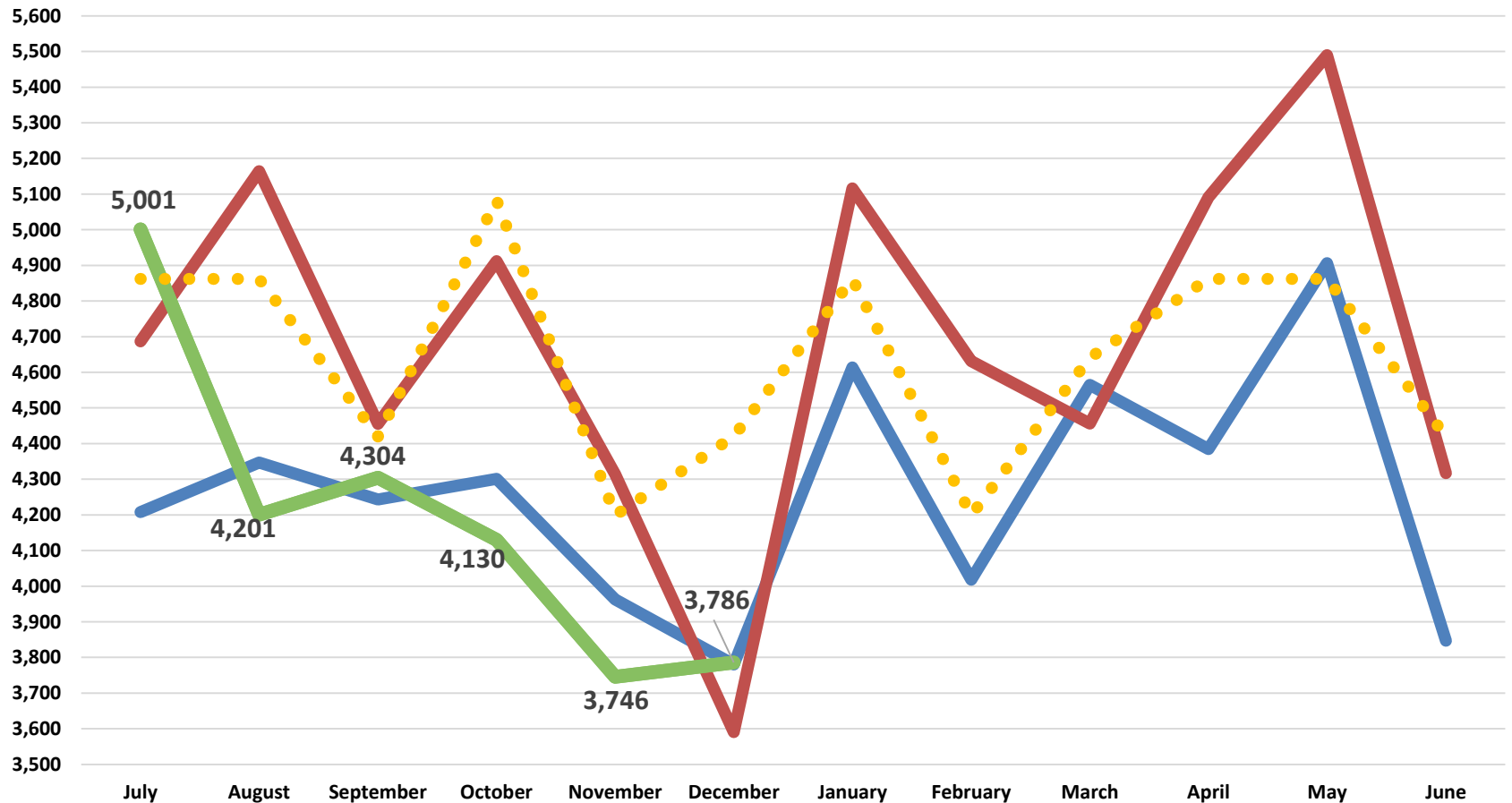
All O/P Rehab Services Across District



— FY2018
 — FY2019
 — FY2020
 ••• Budget

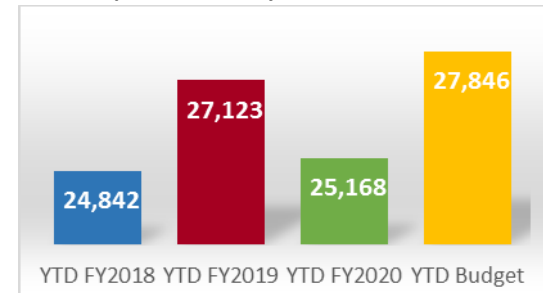


O/P Rehab Services

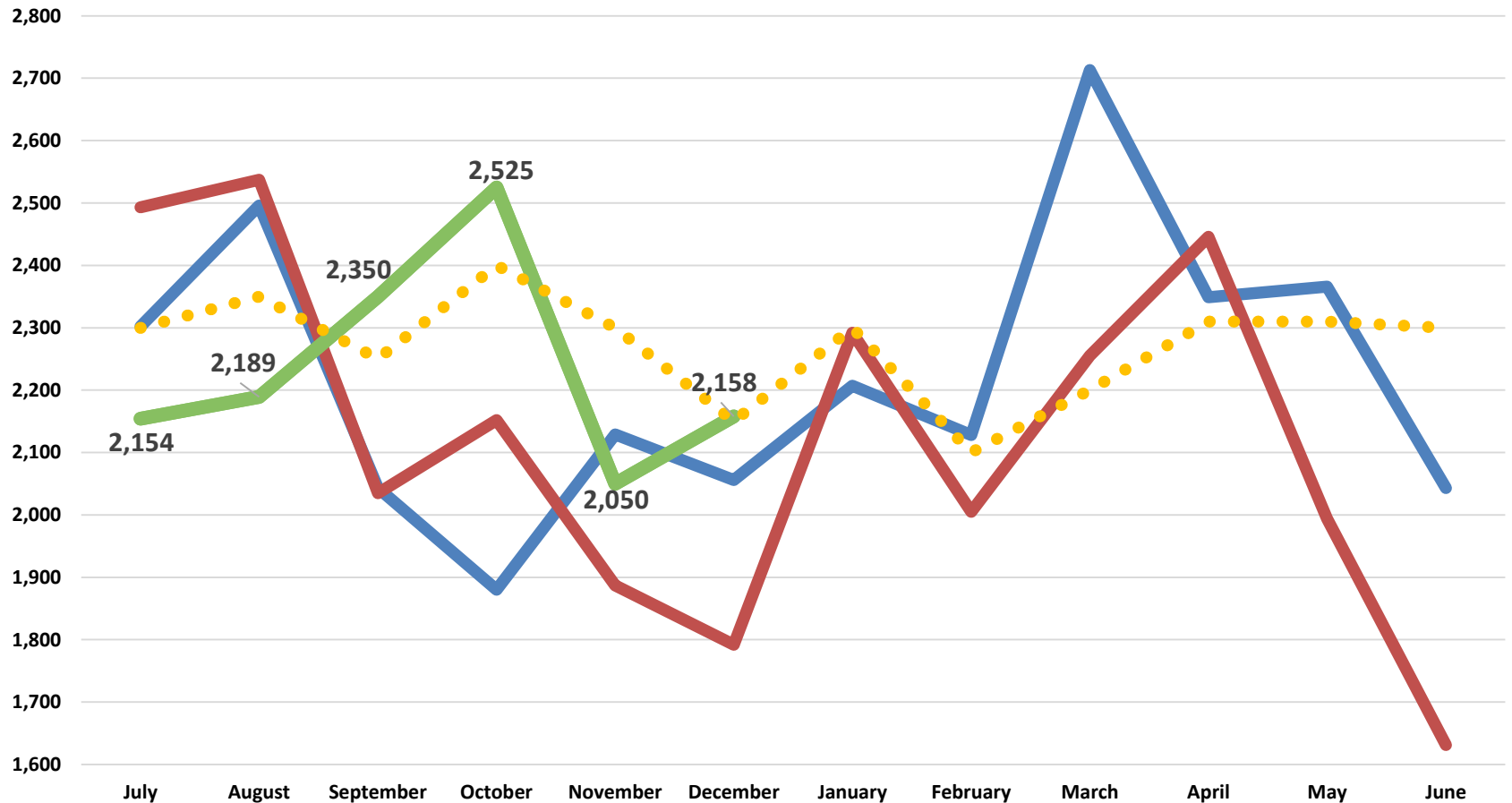


— FY2018 — FY2019 — FY2020 ••• Budget

286/348

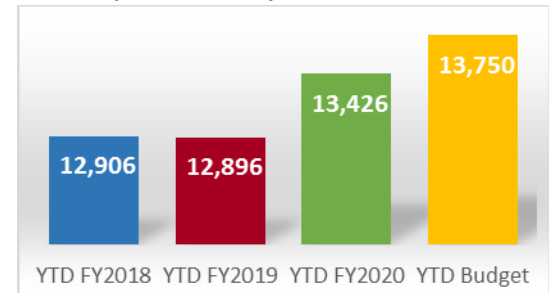


O/P Rehab - Exeter



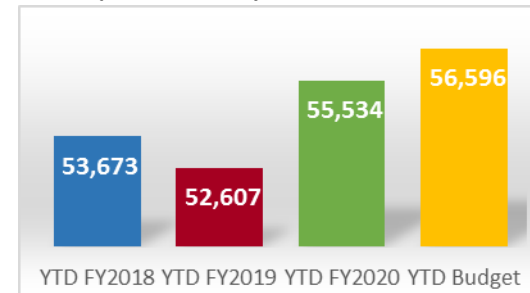
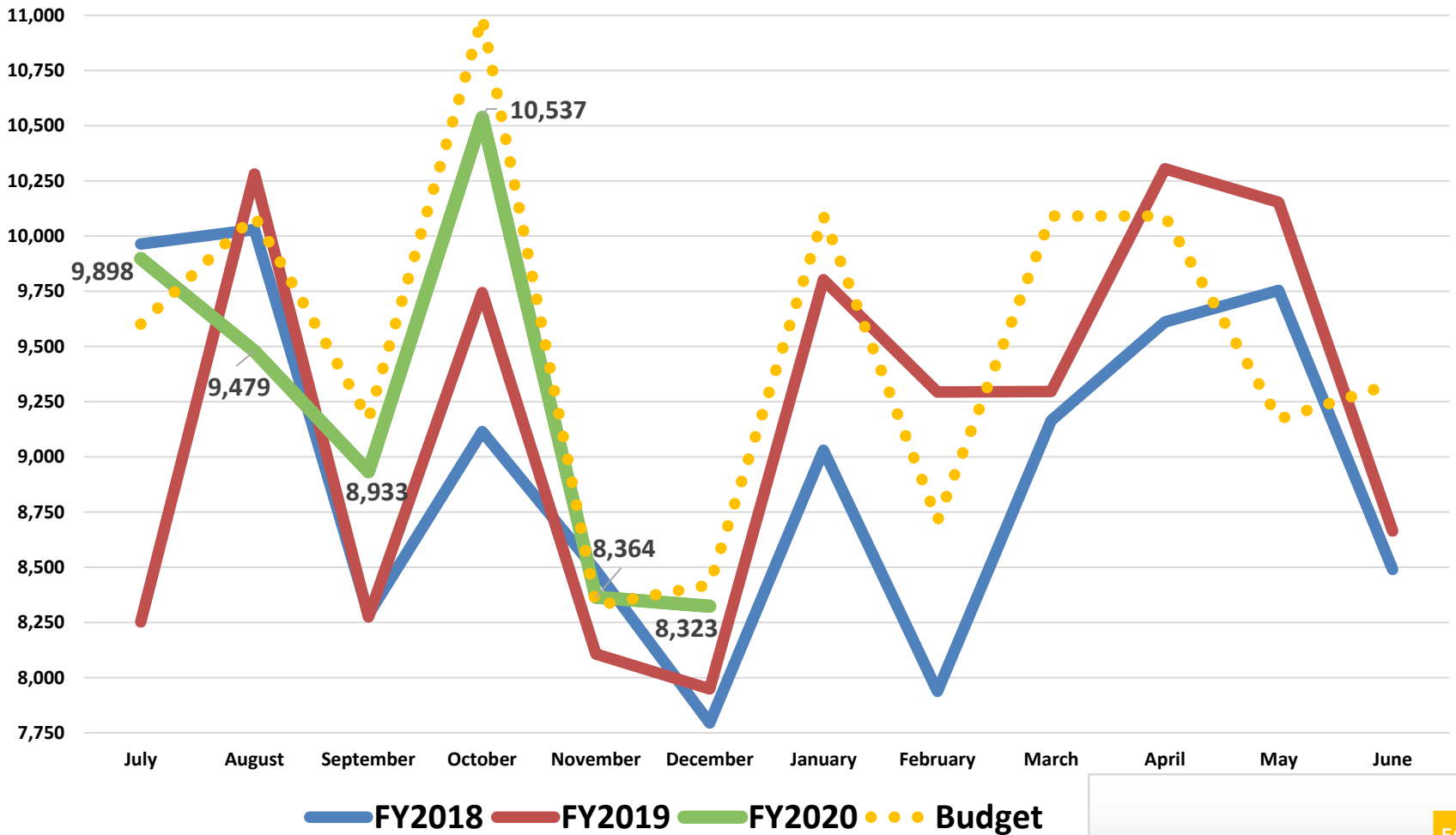
— FY2018
 — FY2019
 — FY2020
 ●● Budget

287/348

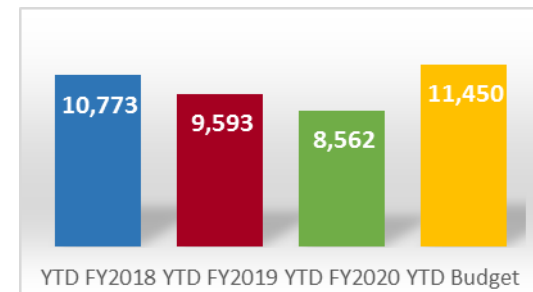
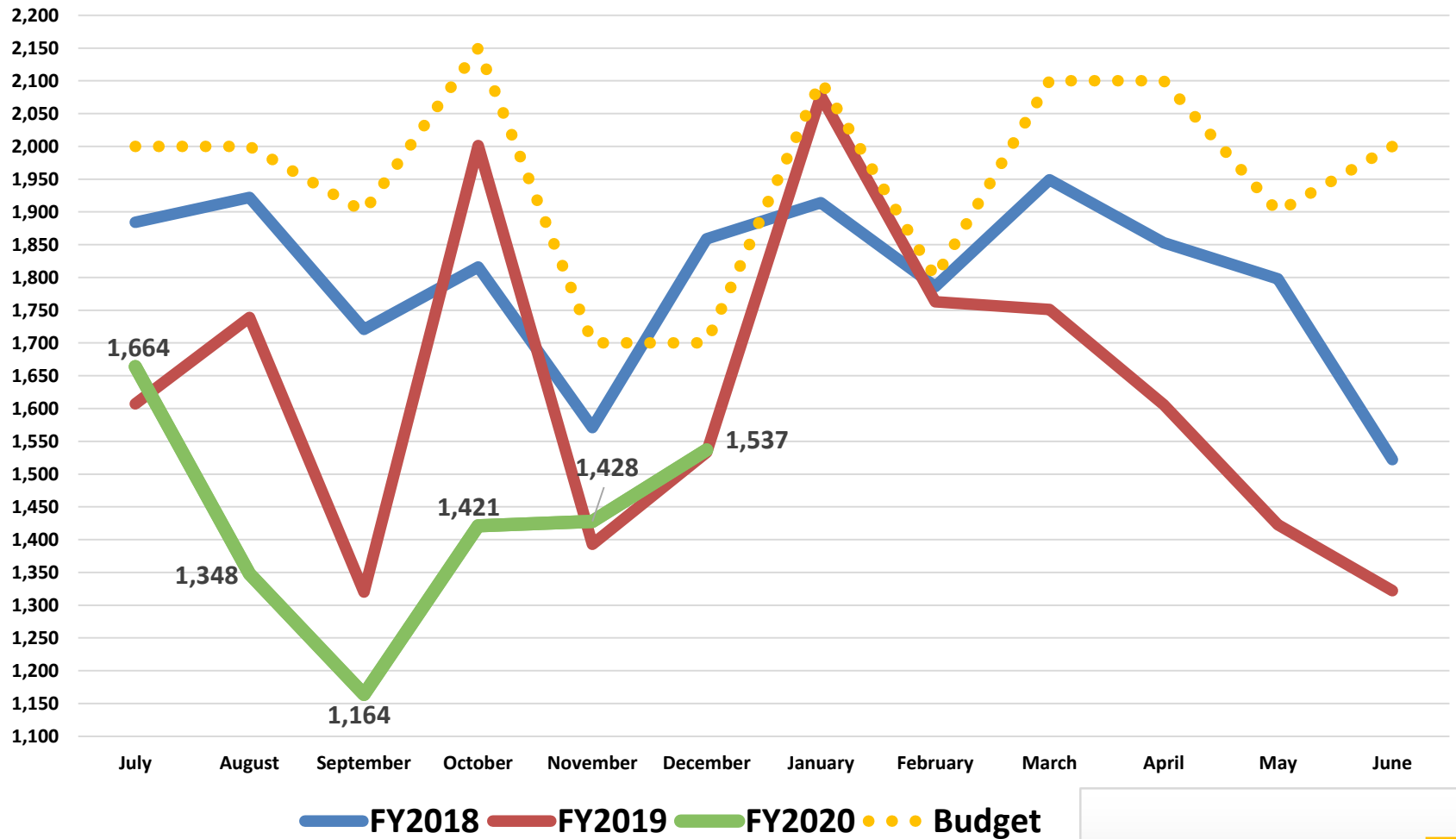


YTD FY2018 YTD FY2019 YTD FY2020 YTD Budget

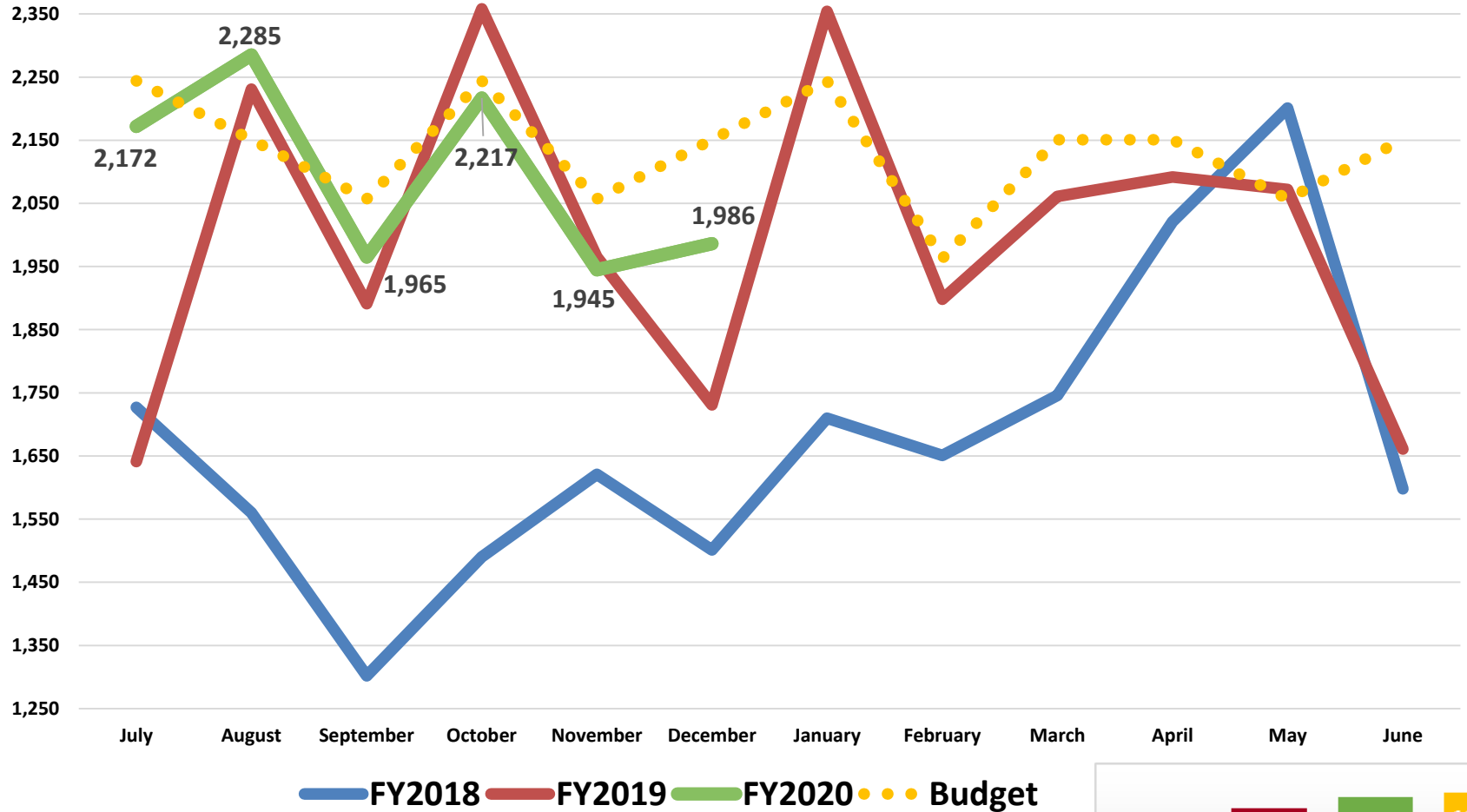
O/P Rehab - Akers



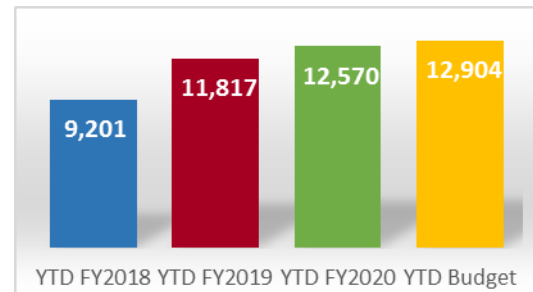
O/P Rehab - LLOPT



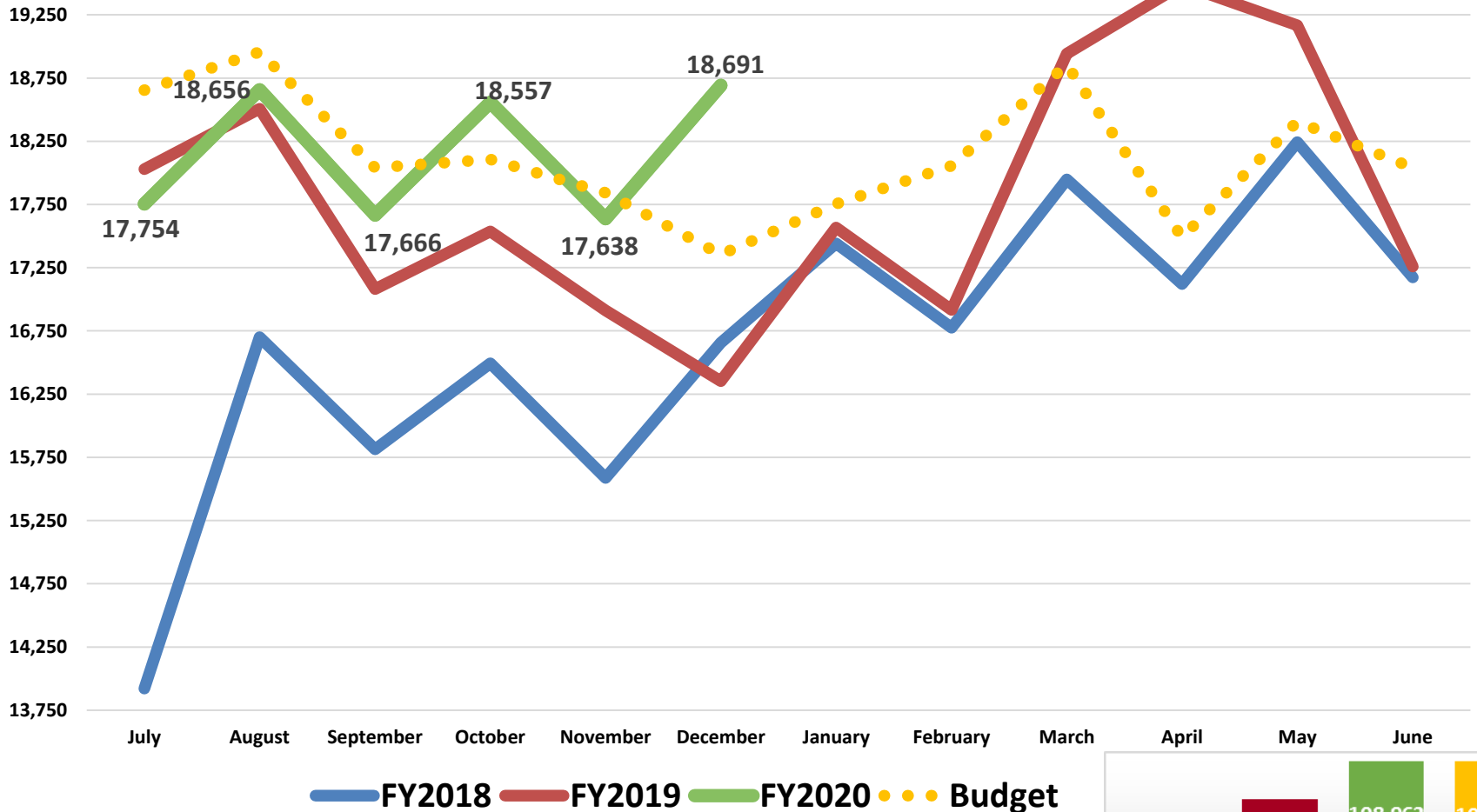
O/P Rehab - Dinuba



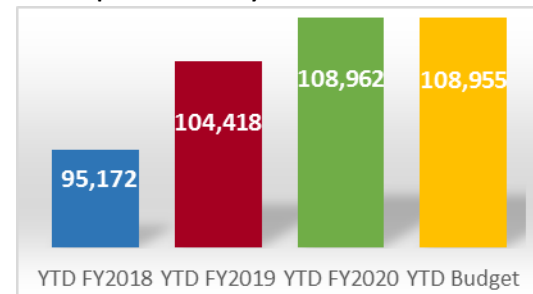
290/348



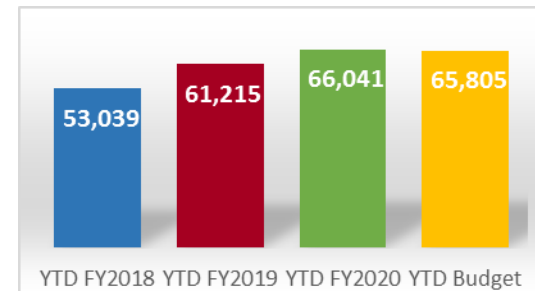
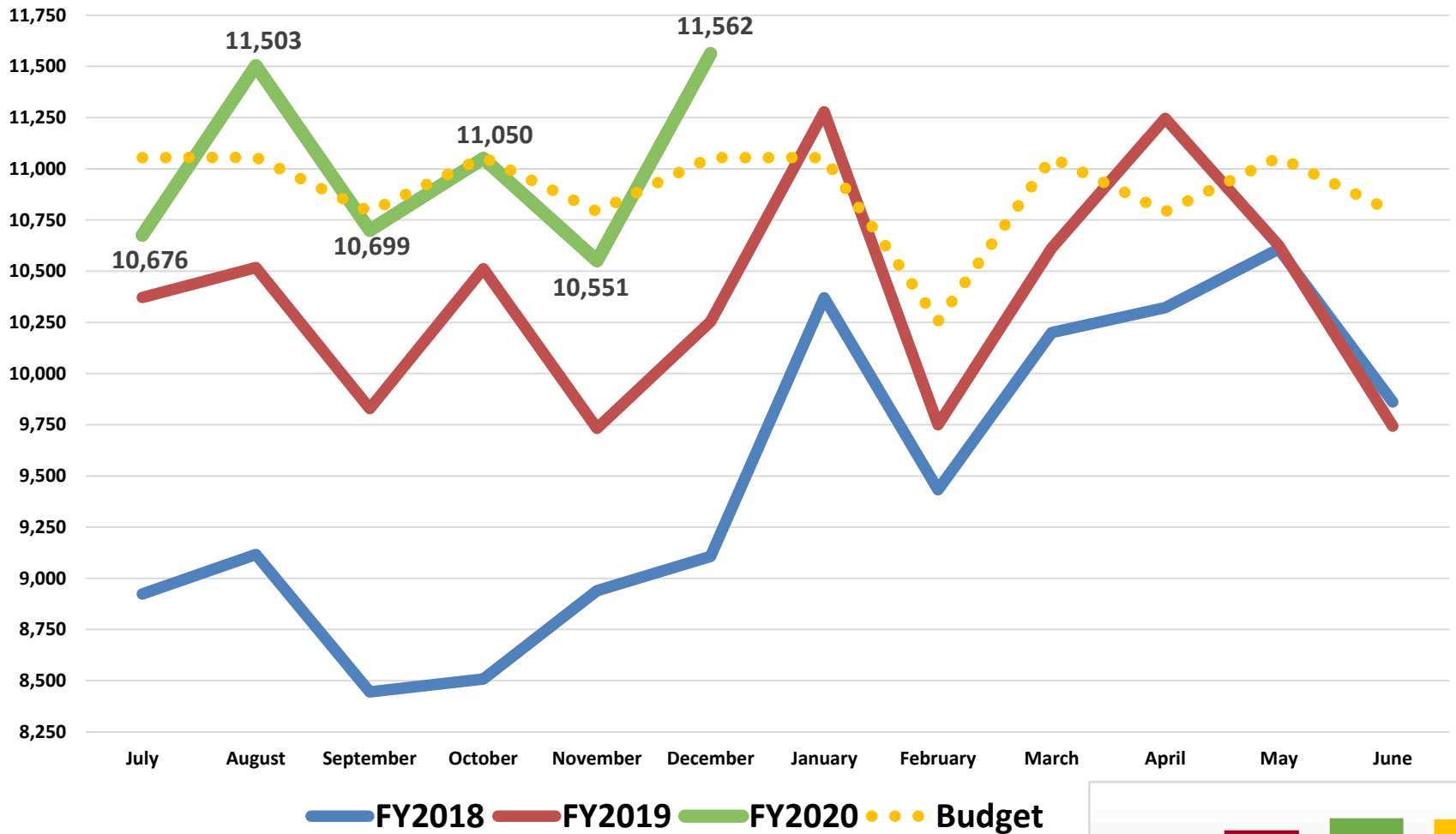
Physical & Other Therapy Units (I/P & O/P)



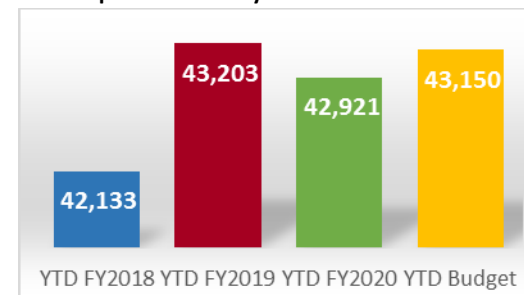
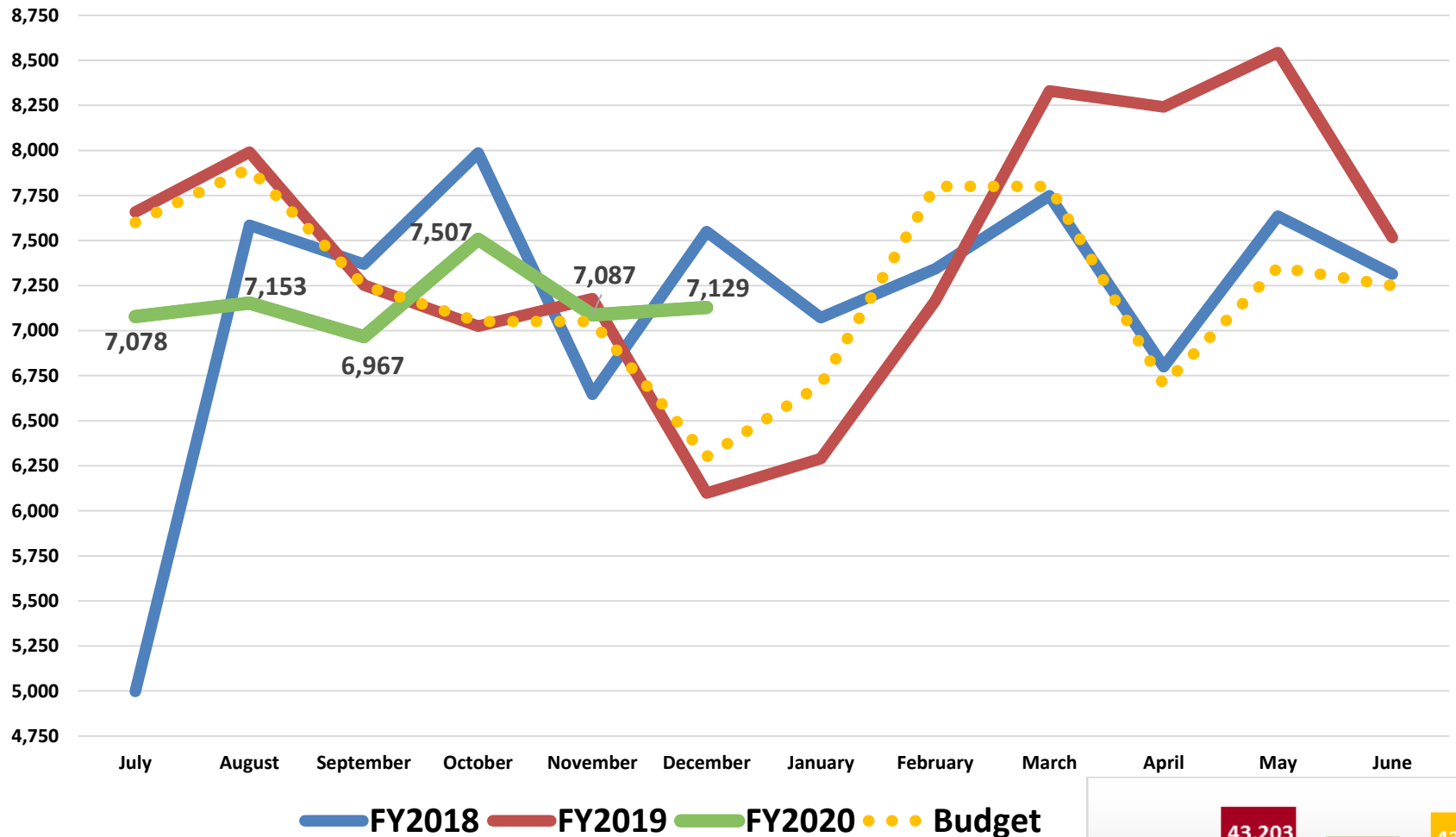
291/348



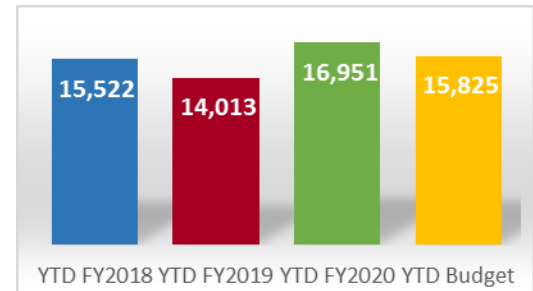
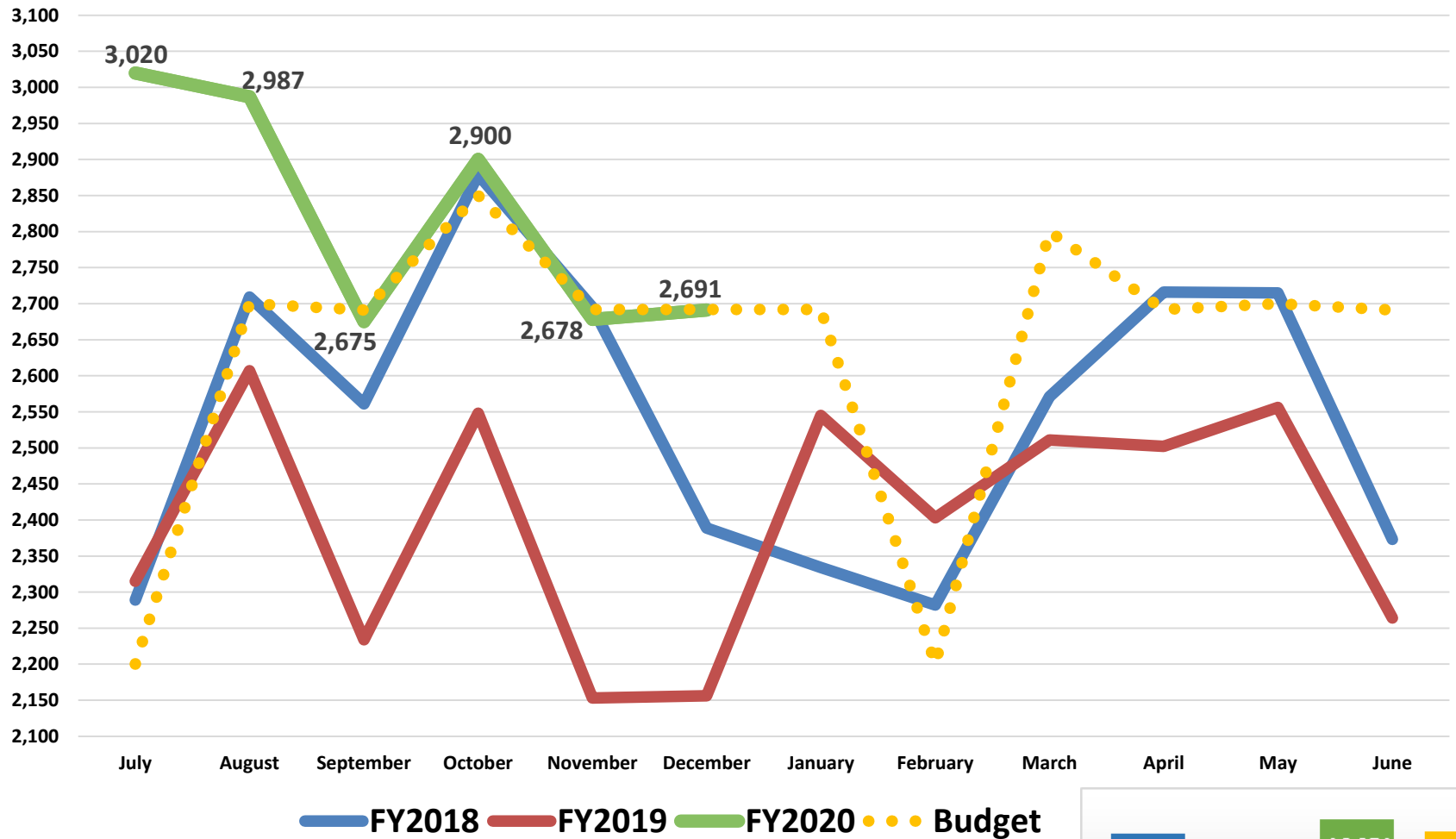
Physical & Other Therapy Units (I/P & O/P)-Main Campus



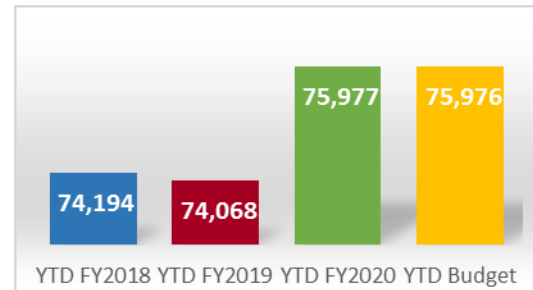
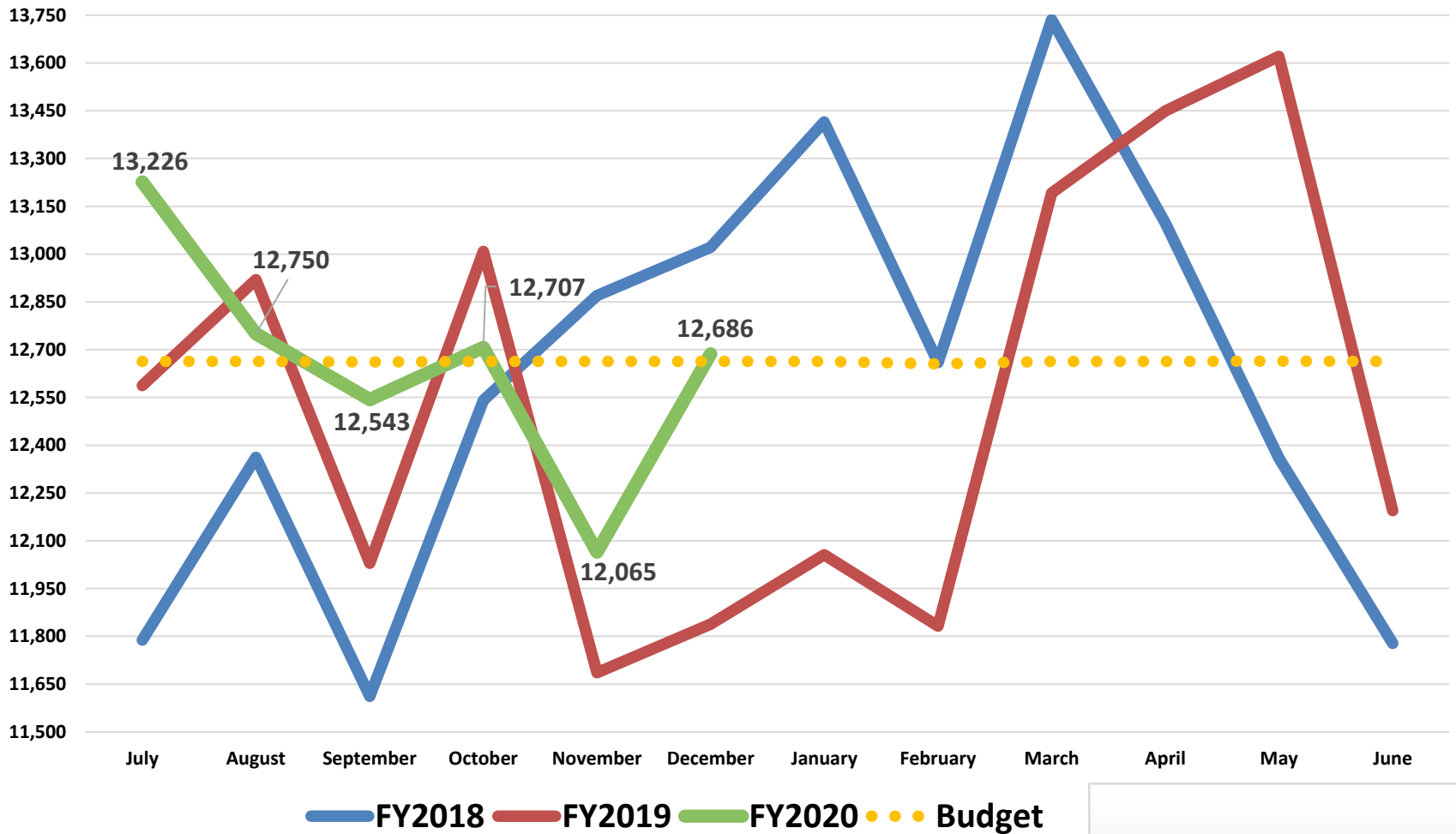
Physical & Other Therapy Units (I/P & O/P)-KDRH & South Campus



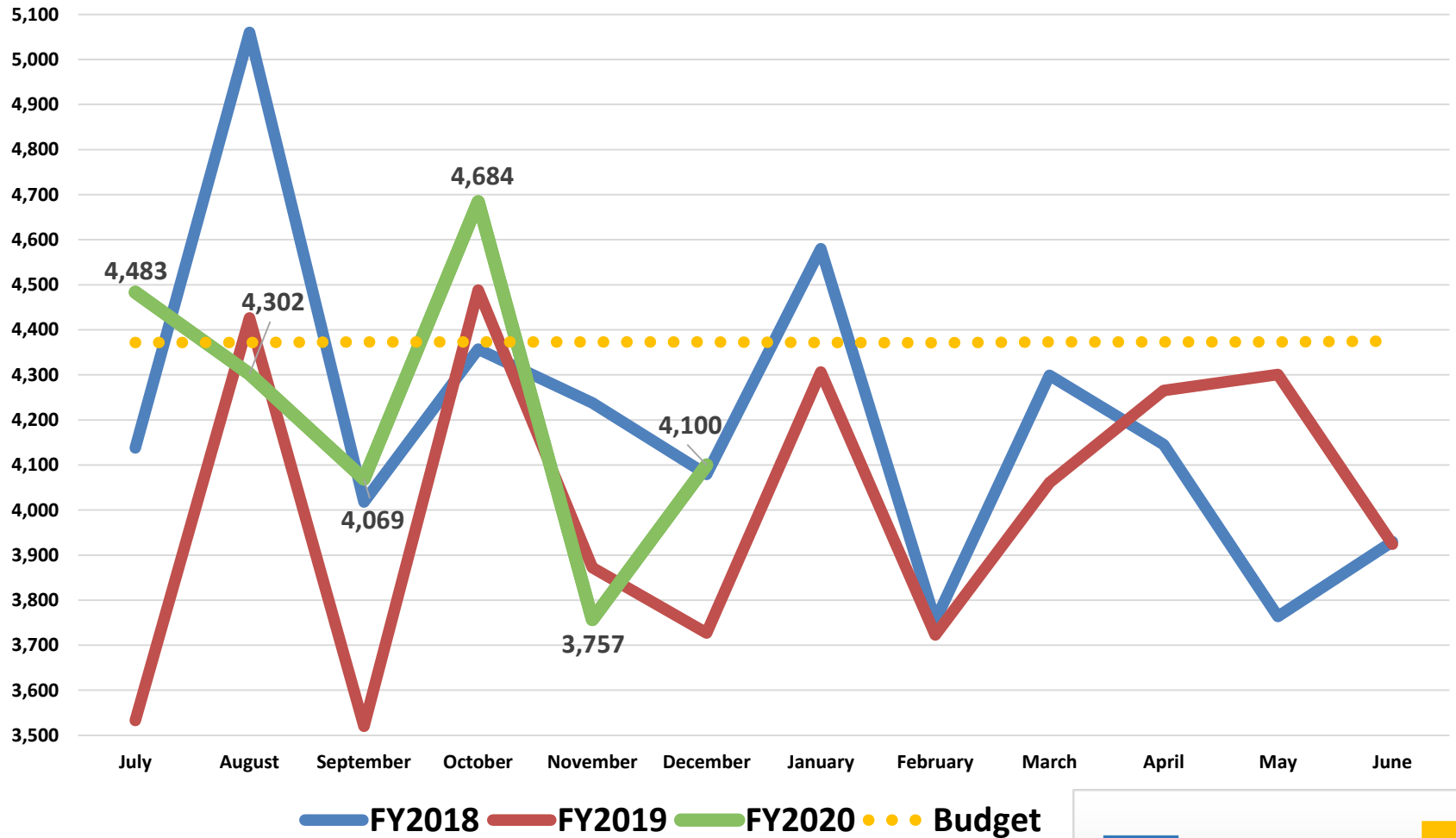
Home Health Visits



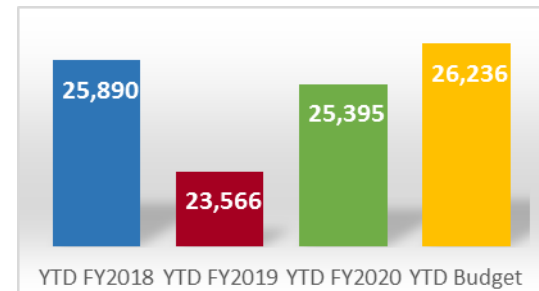
Radiology – Main Campus



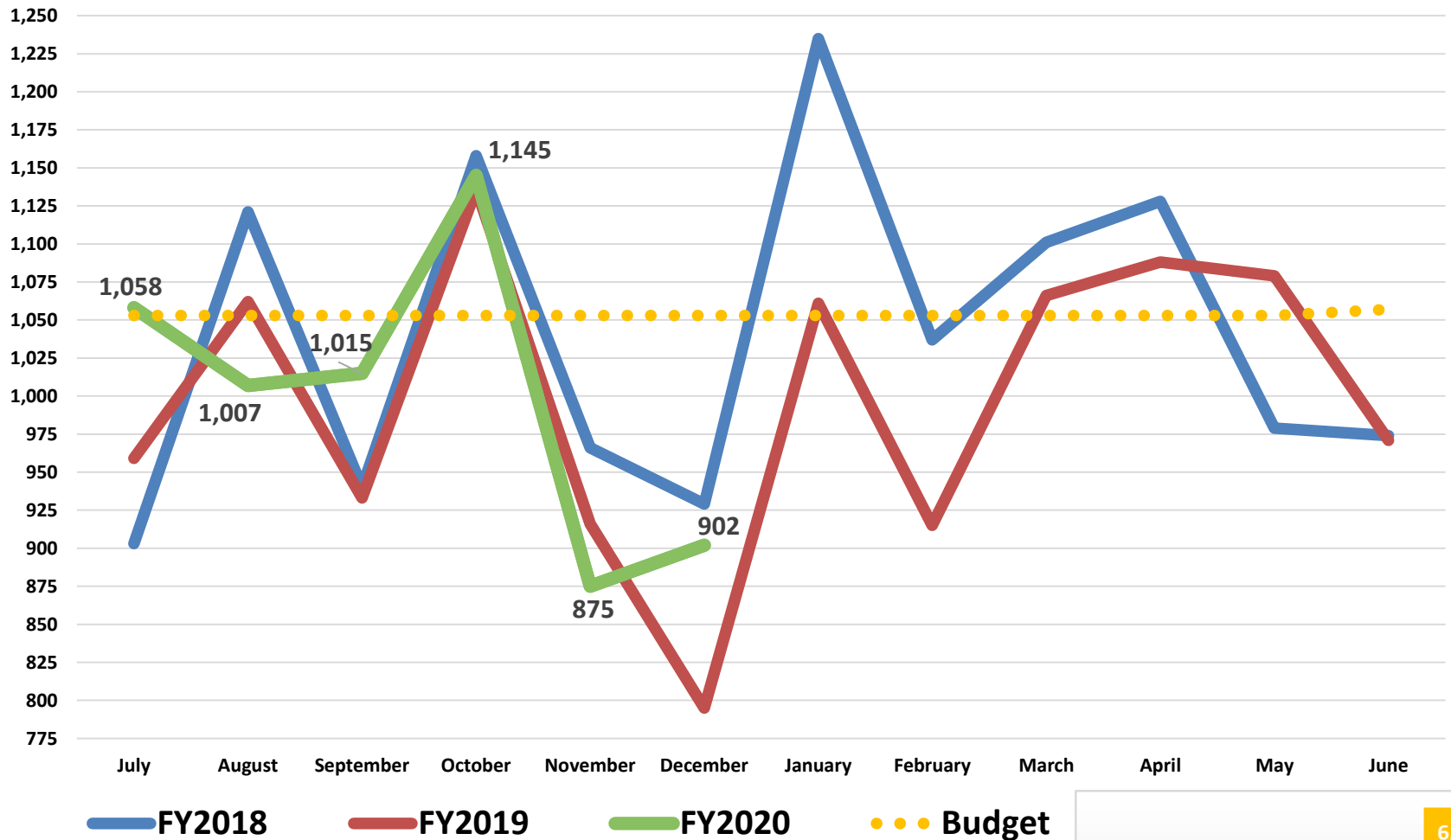
Radiology – West Campus Imaging



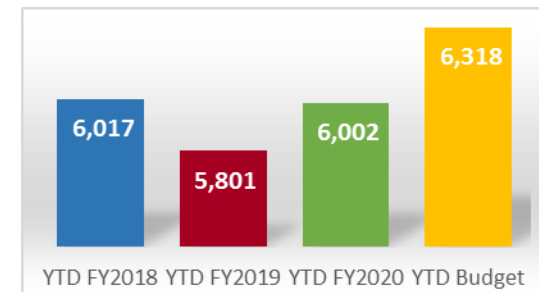
296/348



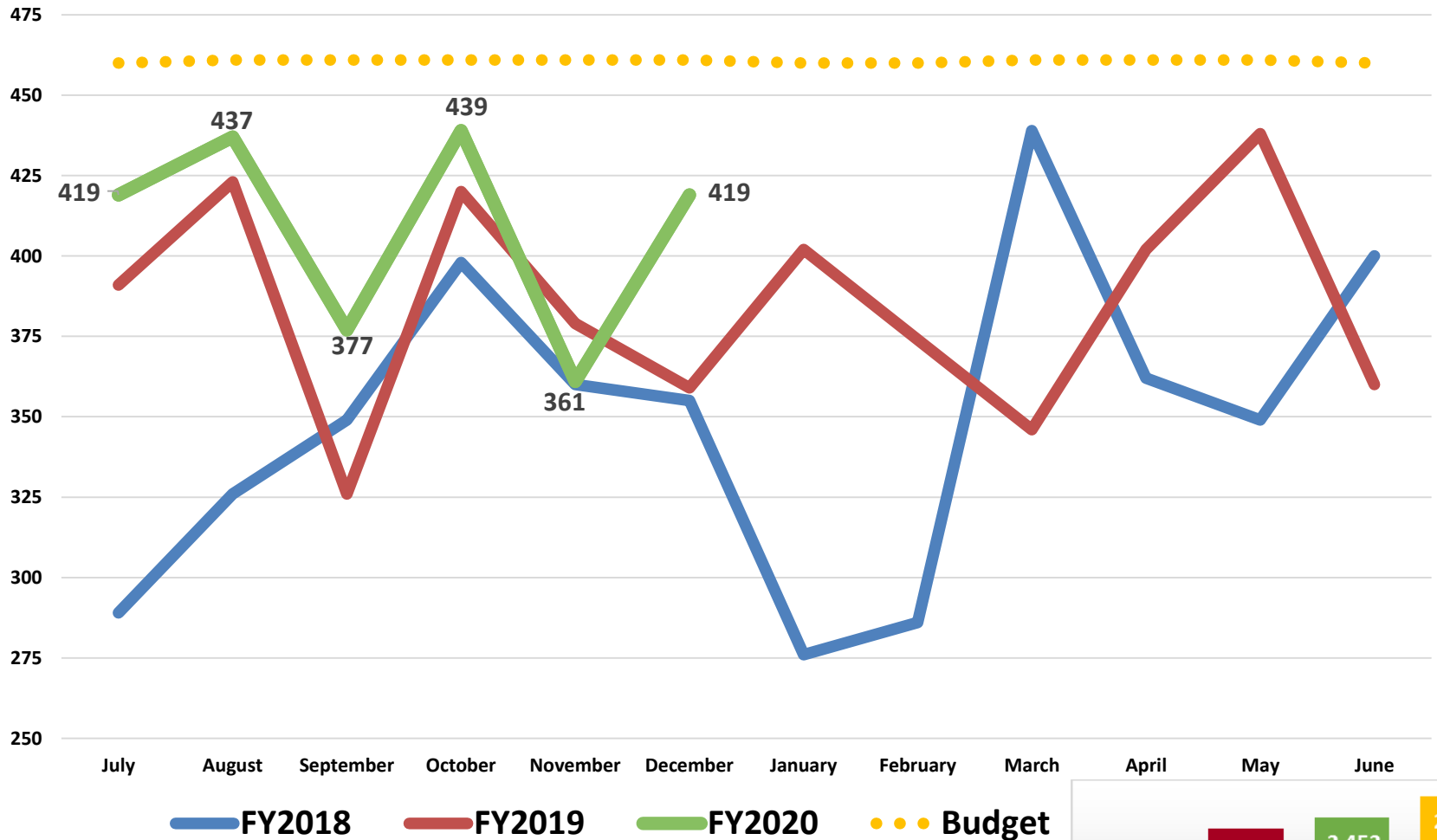
West Campus – Diagnostic Radiology



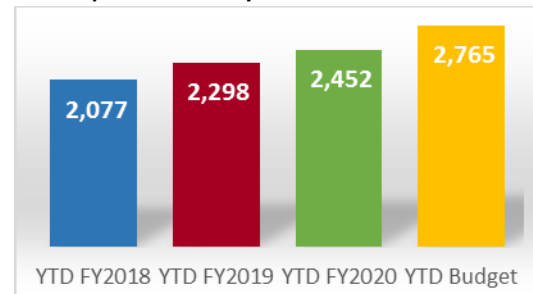
297/348



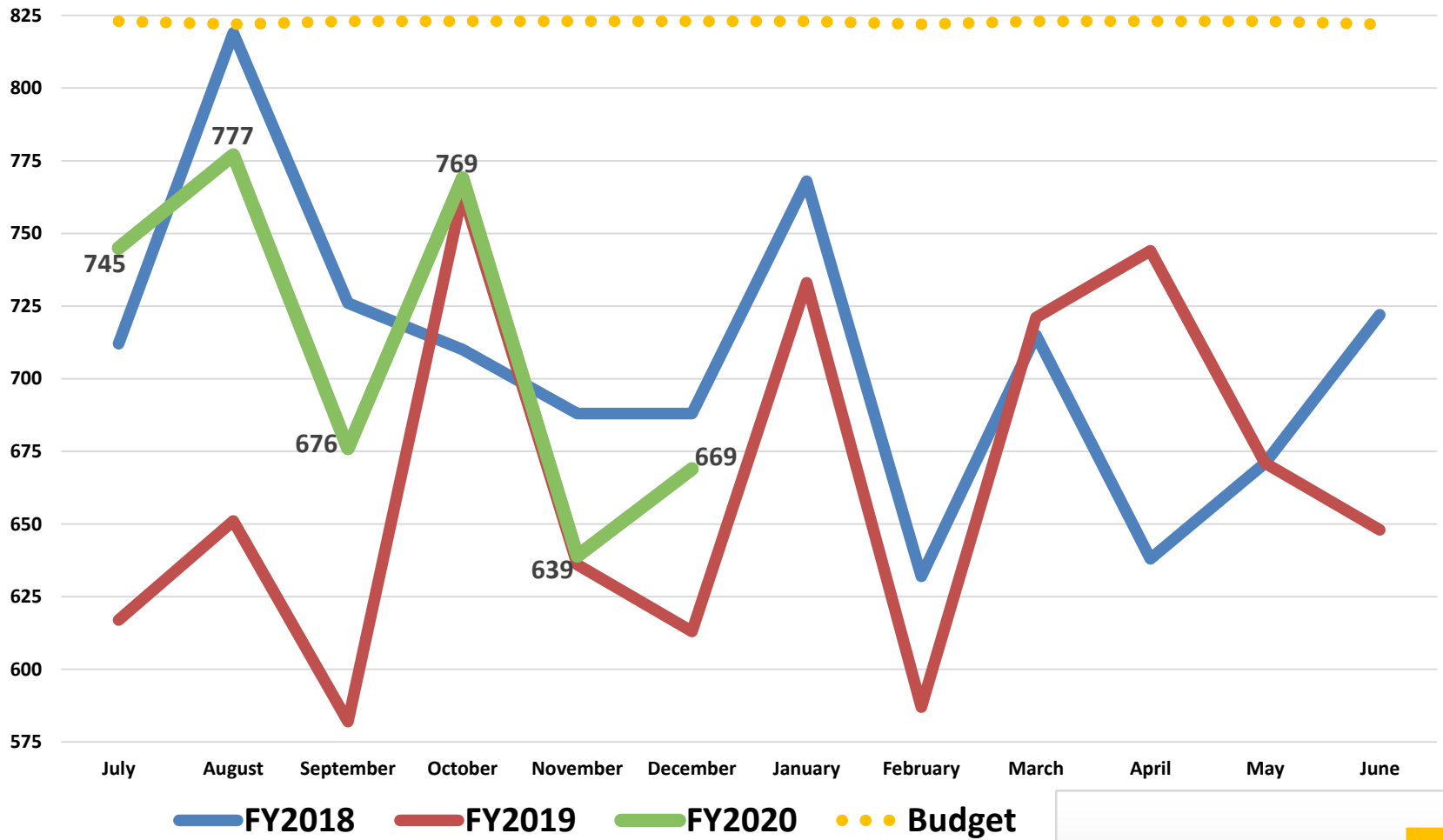
West Campus – CT Scan



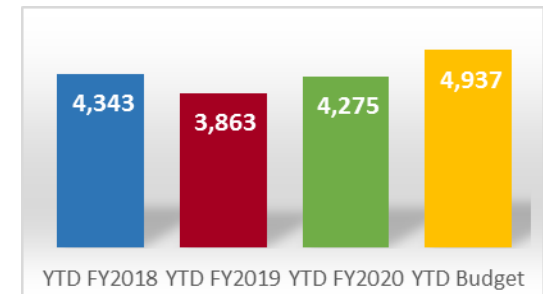
298/348



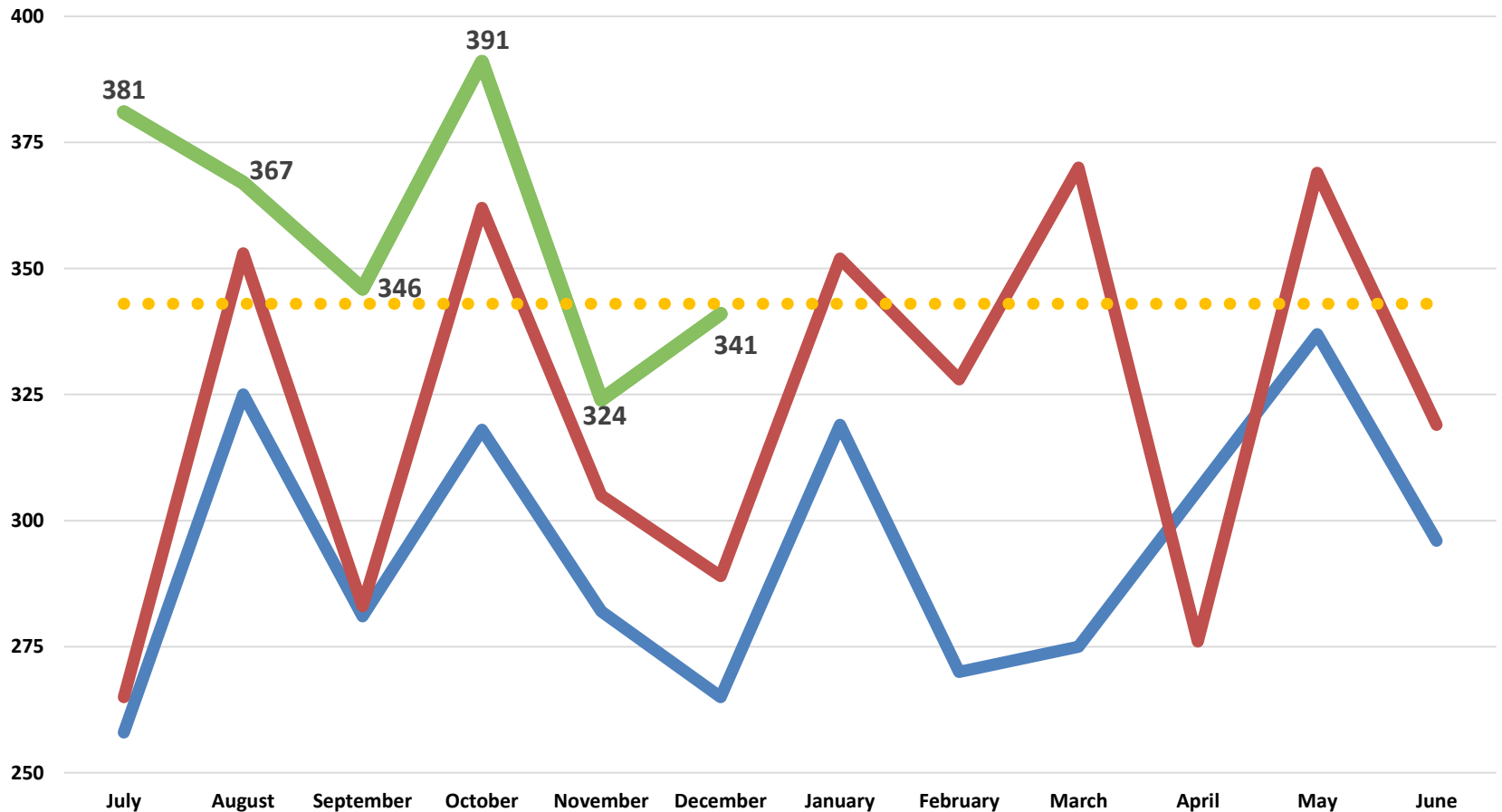
West Campus - Ultrasound



299/348

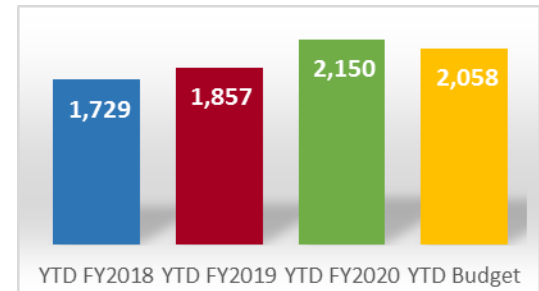


West Campus - MRI



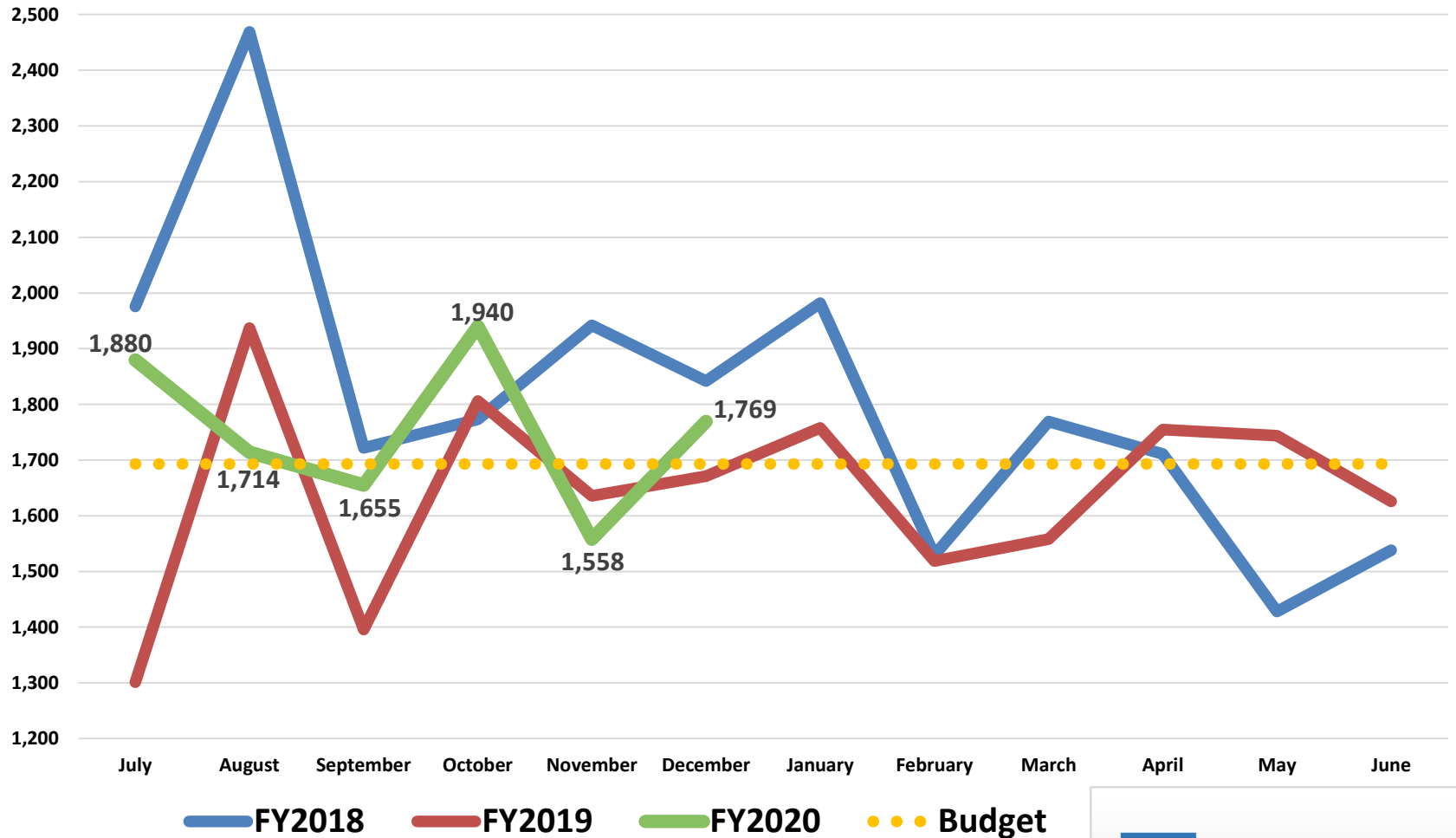
— **FY2018**
 — **FY2019**
 — **FY2020**
 ●●● **Budget**

300/348

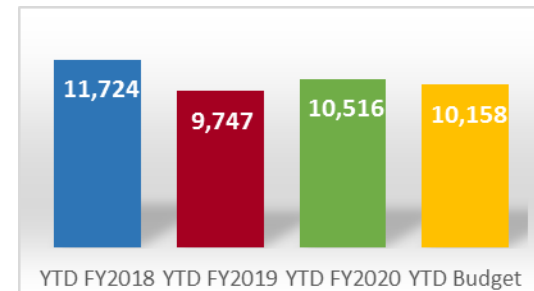


YTD FY2018 YTD FY2019 YTD FY2020 YTD Budget

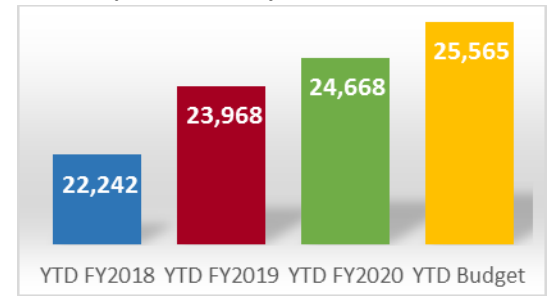
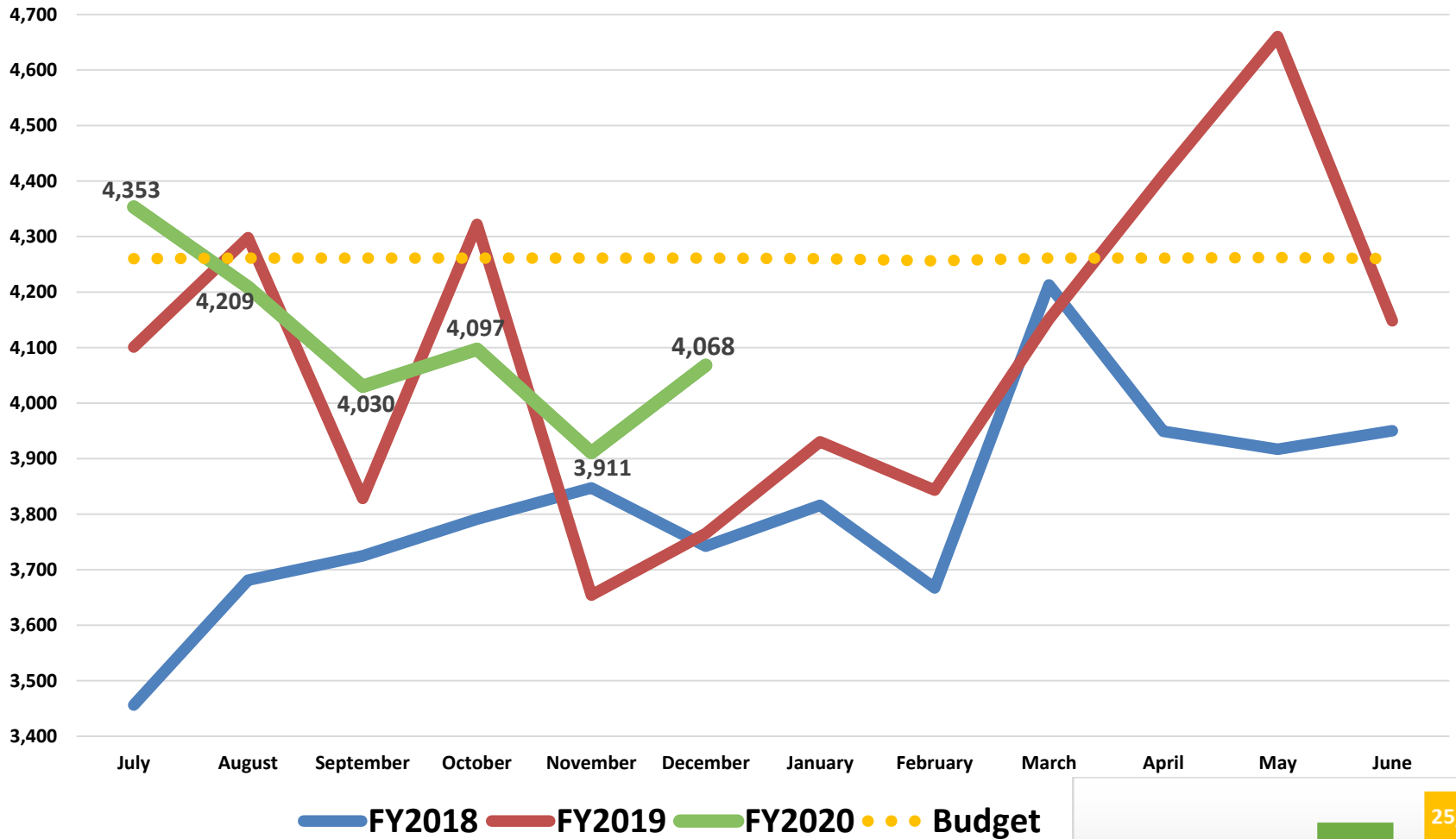
West Campus – Breast Center



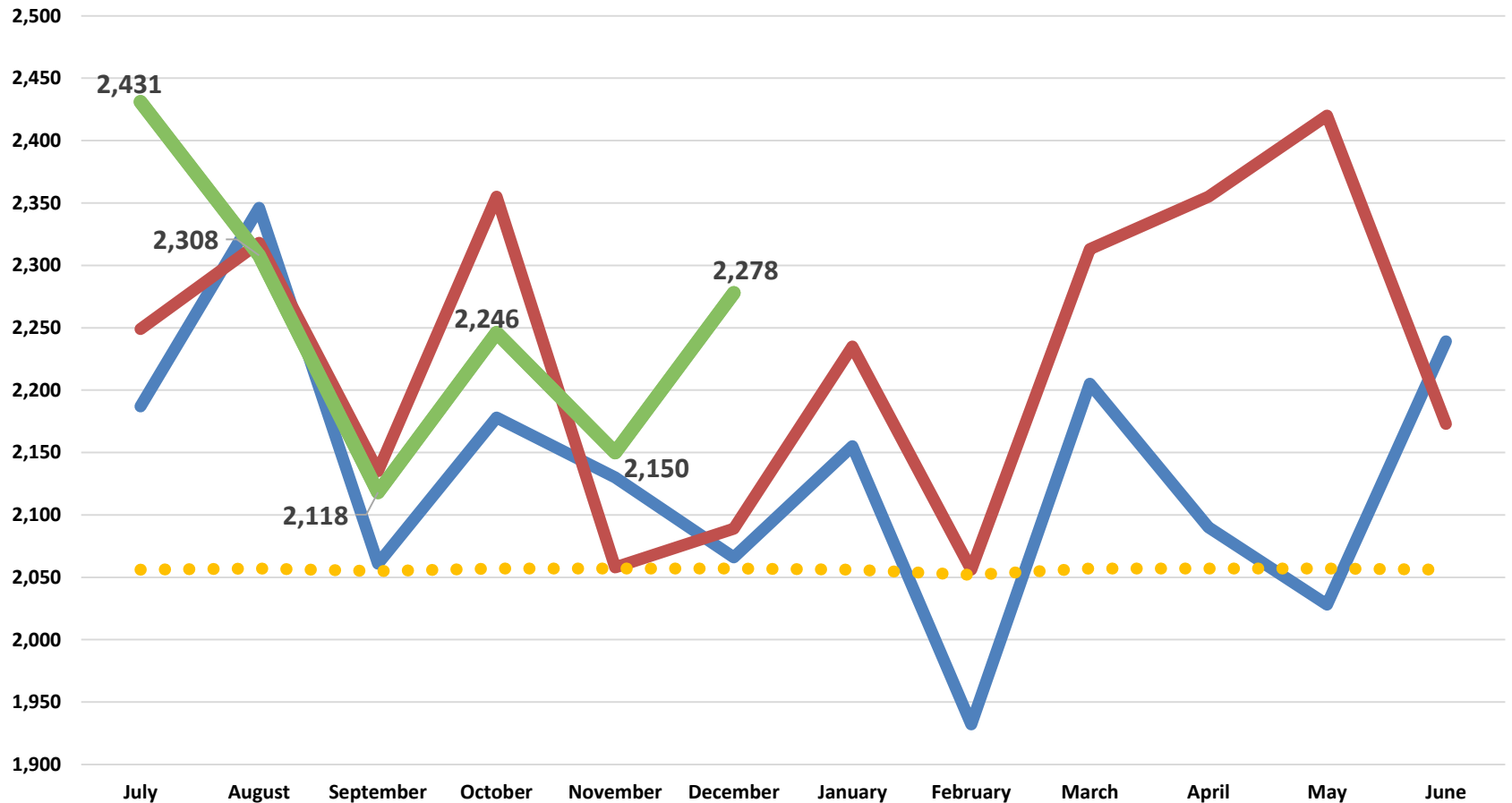
301/348



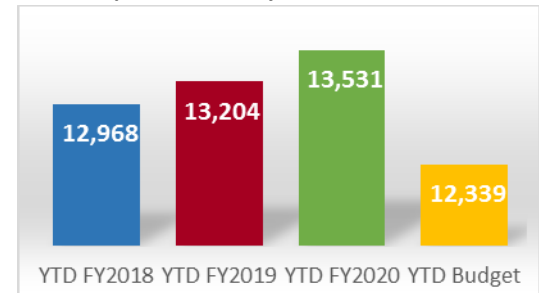
Radiology all areas – CT



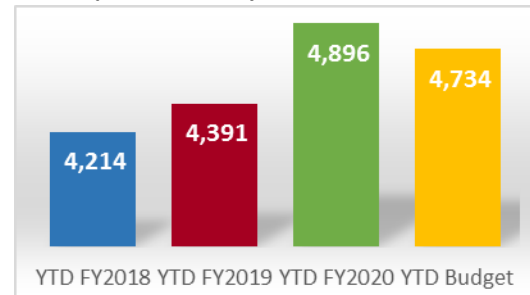
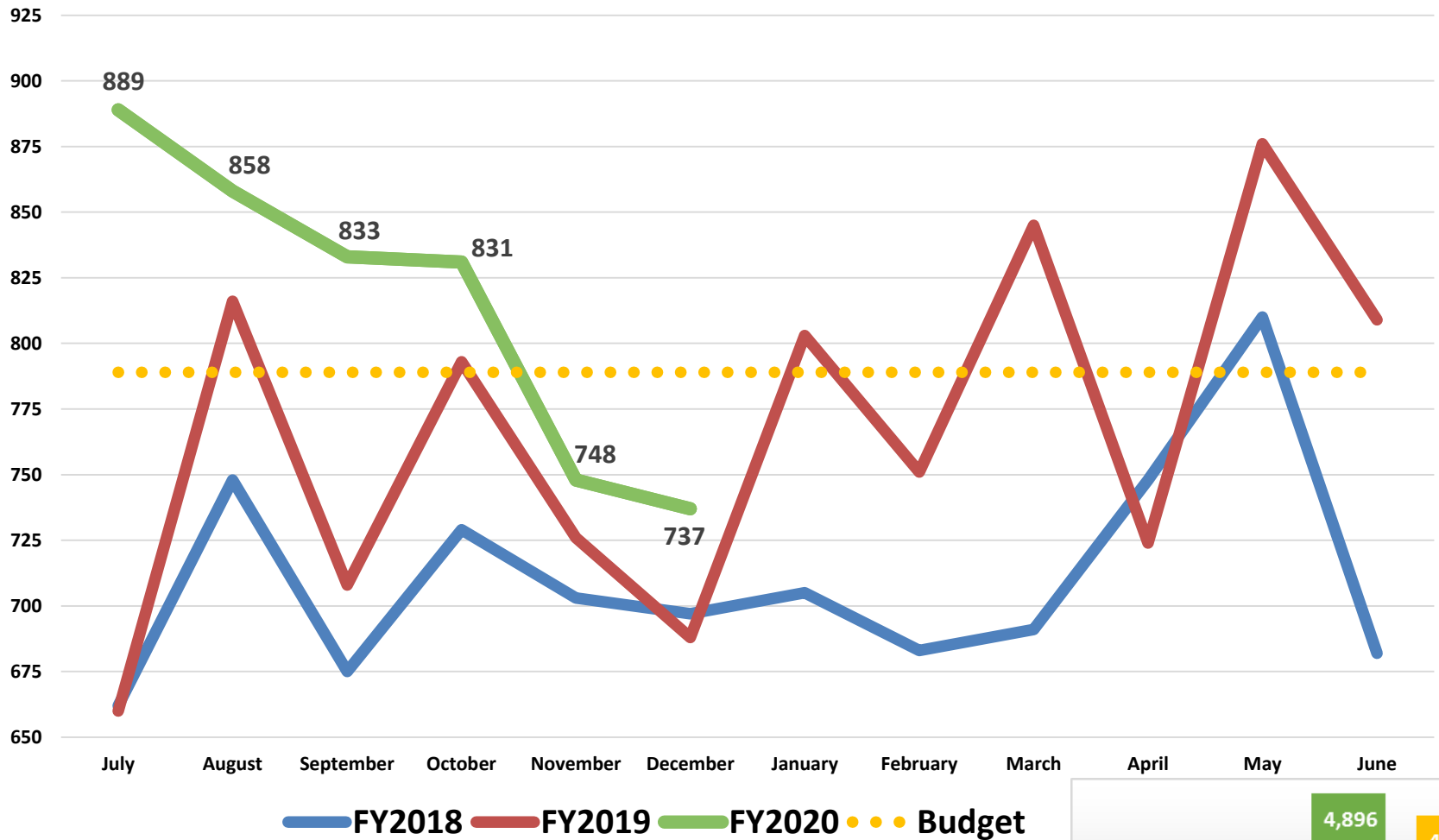
Radiology all areas – Ultrasound



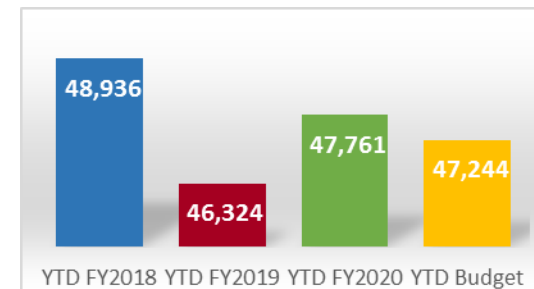
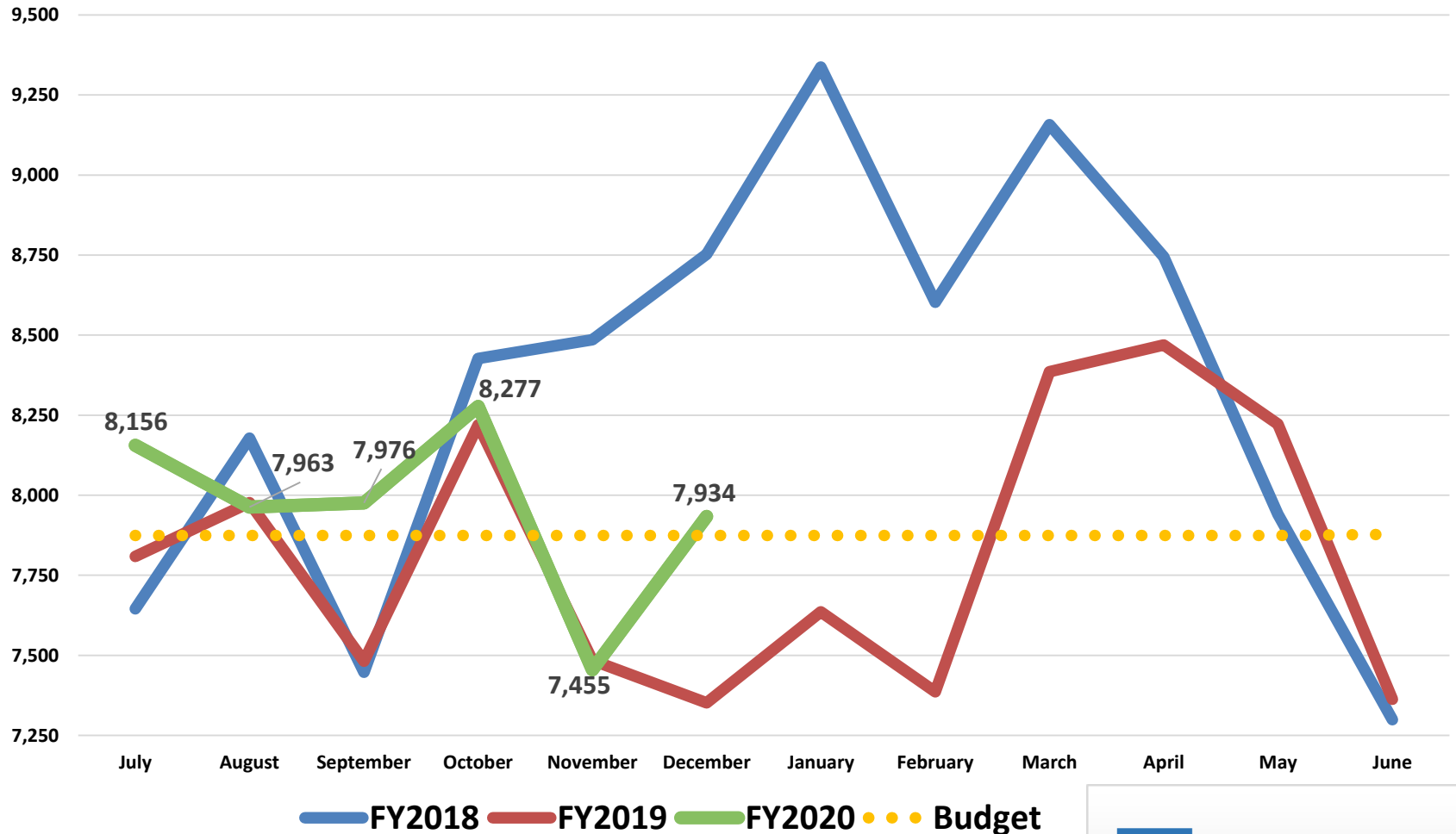
— FY2018
 — FY2019
 — FY2020
 ●●● Budget



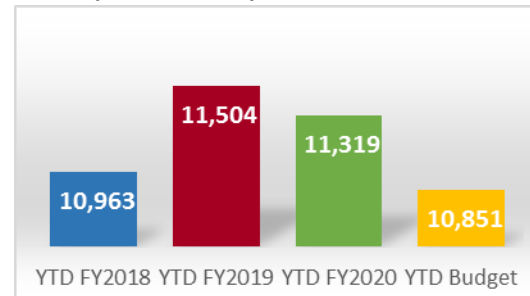
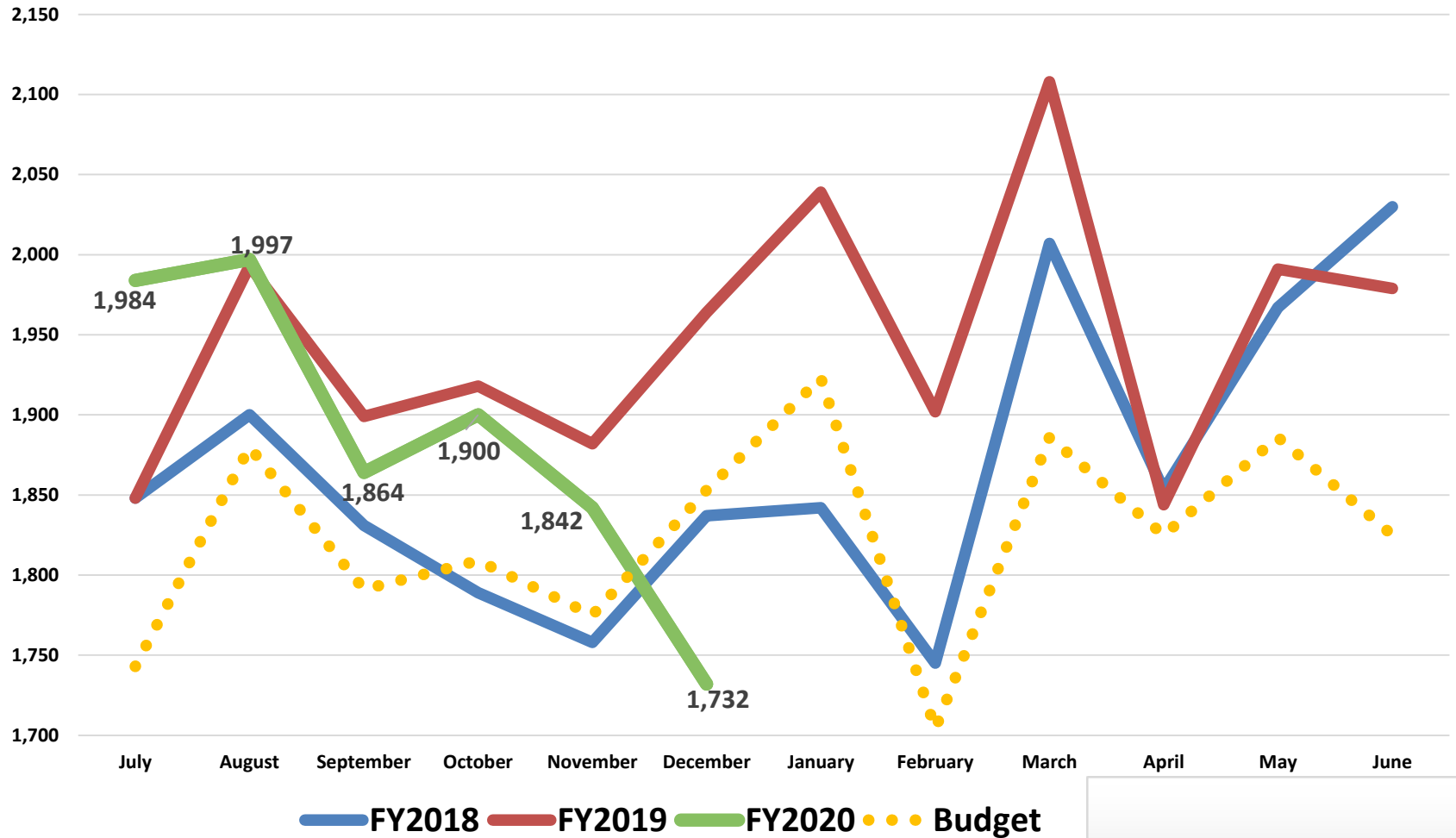
Radiology all areas – MRI



Radiology Modality – Diagnostic Radiology

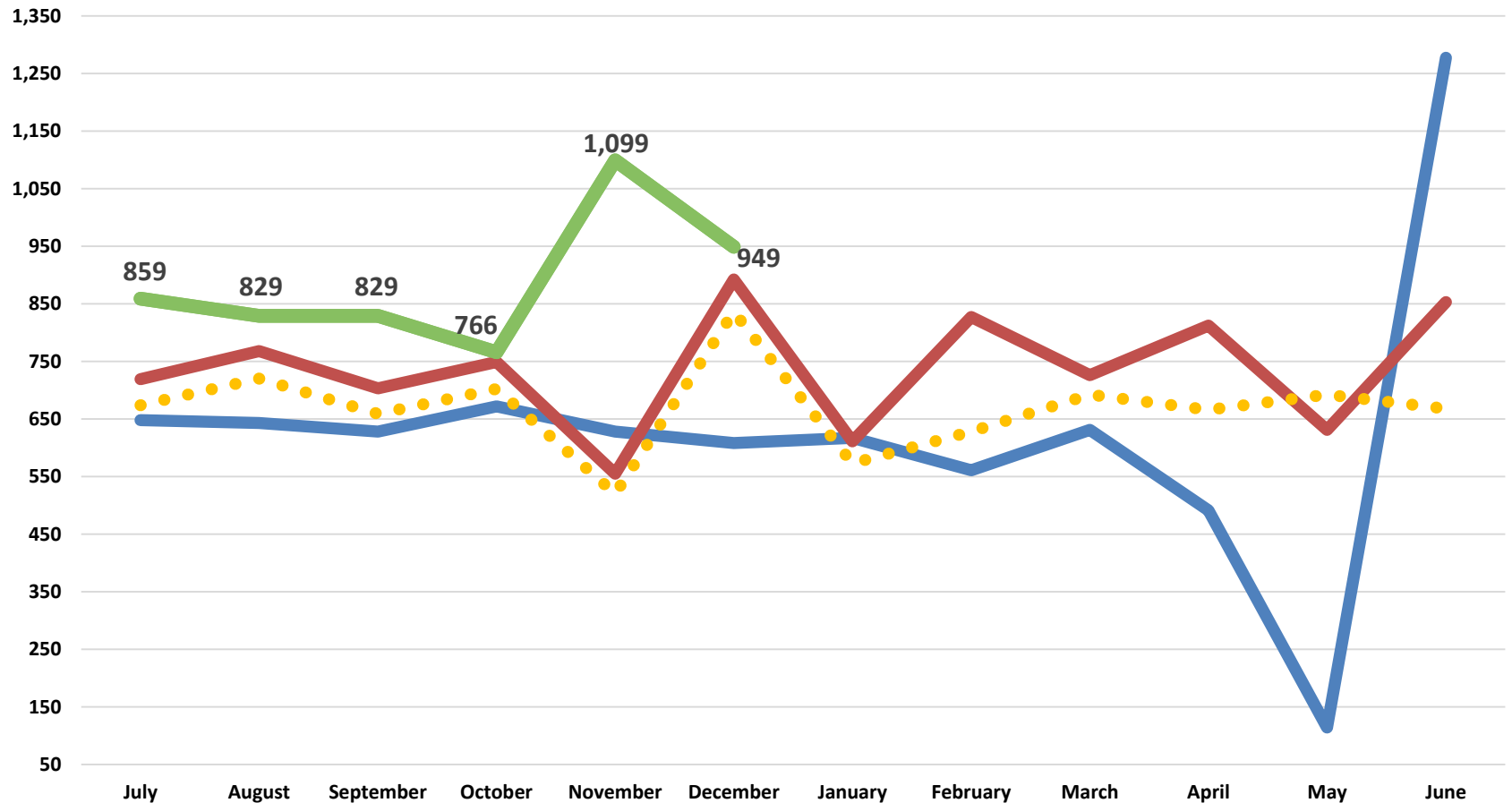


Chronic Dialysis - Visalia



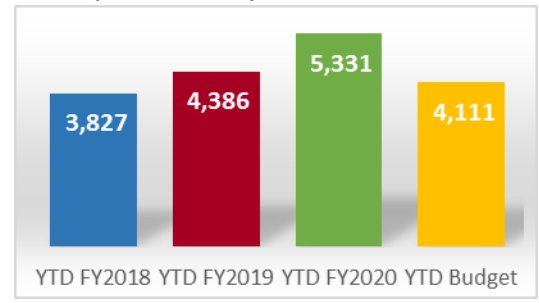
CAPD/CCPD – Maintenance Sessions

(Continuous peritoneal dialysis)



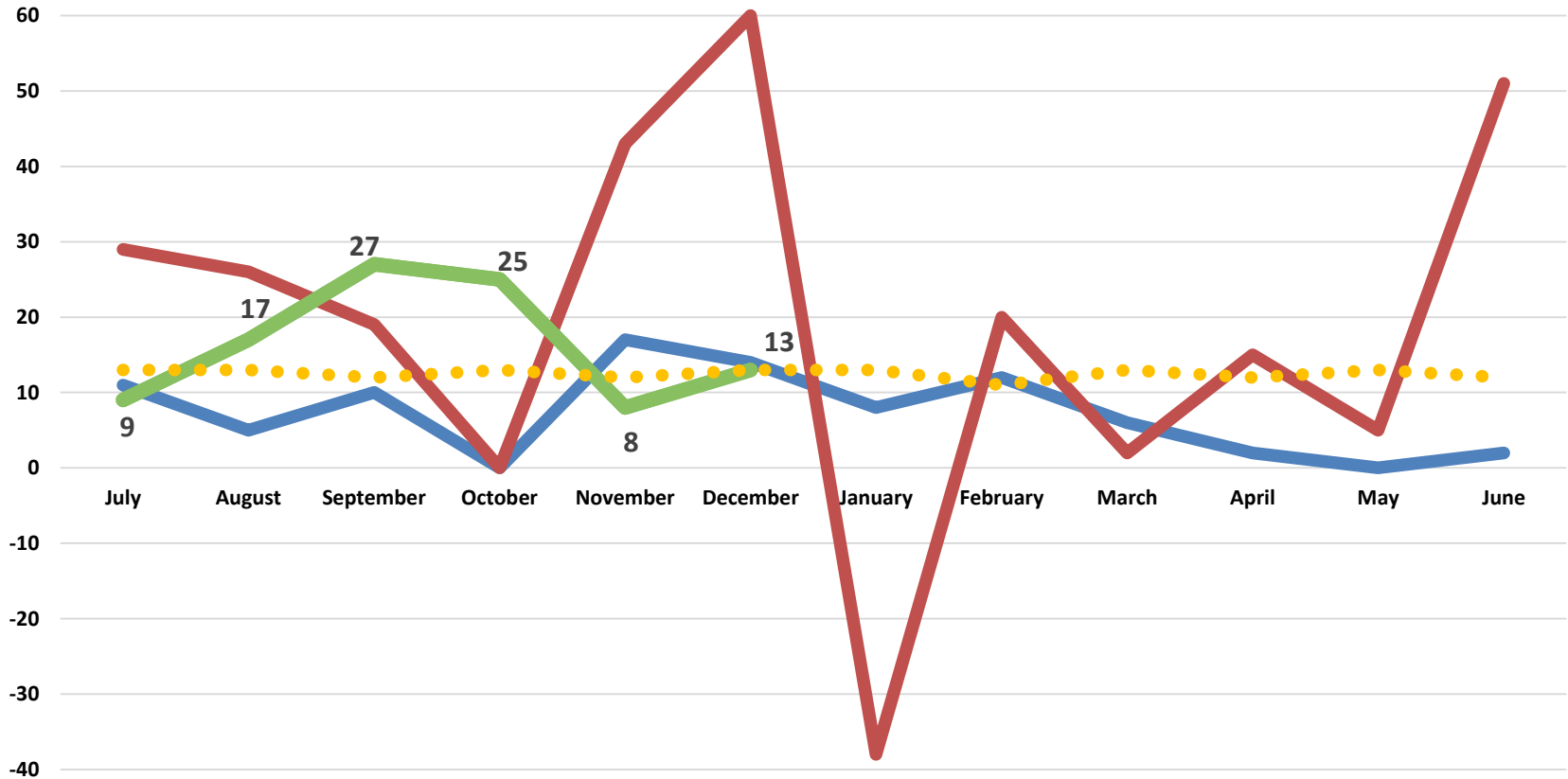
— FY2018
 — FY2019
 — FY2020
 ••• Budget

307/348



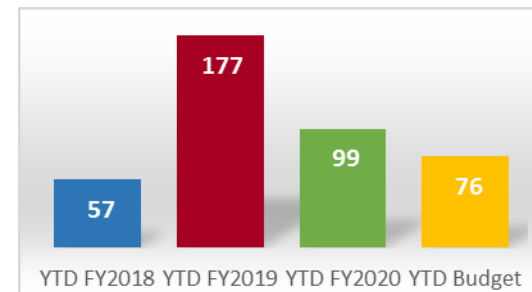
CAPD/CCPD – Training Sessions

(Continuous peritoneal dialysis)



FY2018 FY2019 FY2020 Budget

308/348



City of Visalia
Attn: Visalia City Council
220 North Santa Fe St
Visalia, CA 93292

Dear City Council Members of Visalia:

I write to you as the **[position]** of the **[Organization or Committee]**. **[Description of organization i.e. "We serve as an advisory board to the.."]**. We write to inform you of an area of concern and ask that you partner with our committee to protect the youth of Visalia from the harmful impact of flavored and mentholated tobacco products. This issue is of upmost concern to our local youth because of the increase in e-cigarette use and other flavored tobacco products.

Flavored tobacco products are tobacco products such as little cigars, cigarillos, e-cigarettes and chewing tobacco that come in nearly 15,000 flavors. We have a deep concern for our local young people being exposed to these products, as research shows that 90% of current smokers started smoking before the age 18 and 80% of those smokers started with a flavored tobacco product. Youth are also consistently exposed to these products by advertising and the sale of tobacco near youth sensitive areas, such as school and parks. This allows for the perception among youth that flavored tobacco products are available and acceptable behavior within our community.

We urge you to consider solutions to the high density of tobacco retailers within a mile of schools. Research shows that tobacco retailer proximity to schools increases the likelihood that youth will purchase tobacco products from these retailers. It also increases the susceptibility of non-smokers to start smoking in the future. In the community of Visalia, there are currently 34 tobacco retailers near youth-sensitive areas and 92% of them sell flavored tobacco.

As a committee who works closely with youth, we are committed to improving the health of our youth. We feel it is our responsibility to take local action to make community changes that improve their overall quality of life and shift social norms regarding tobacco use among these populations. These efforts will also directly impact and reduce tobacco-related health disparities among the Asian/Pacific Islander (API) and Hispanic/Latino population throughout the Central Valley. In the Central Valley, we have a high Southeast Asian and Hispanic/Latino population. These are the communities that are hit hardest by tobacco.

We look forward to your response to this issue and working with you in eliminating tobacco related health disparities in our community and achieving health equity in the community of Visalia.

Sincerely,
[Signature]

[Name]
[Position in committee]

**WHY BAN VAPING AND SMOKING IN PUBLIC PLACES?
A. FREEDOM, HEALTH, AND OUR CHILDREN'S FUTURE.**

FREEDOM

MY FREEDOM ENDS WHERE YOUR NOSE BEGINS.

SECONDHAND SMOKE IS A PHYSICAL ASSAULT ON YOUR NOSE.

SECONDHAND SMOKE IS ASSAULT AND BATTERY ON YOU.

YOU CANNOT BE FREE WHEN YOU CANNOT BREATHE.

YOU CANNOT BE FREE WHEN YOU ARE SICK WITH CANCER.

YOU CANNOT BE FREE WHEN SICK WITH EMPHYSEMA.

YOU CANNOT BE FREE WITH HEART OR LUNG DISEASE.

FREEDOM REQUIRES HEALTH, LUNGS, AND A GOOD HEART.

HEALTH

CANCER AND SUDDEN INFANT DEATH SYNDROME (SIDS)

IS CAUSED BY SECONDHAND SMOKE. BABIES DIE.

Secondhand smoke. Babies who live with smokers have a higher risk of SIDS.

GOOGLE: SECONDHAND SMOKE DEATHS AND COSTS.

FUTURE

WHAT KIND OF FUTURE DO DEAD OR INJURED BABIES HAVE?

BAN SECONDHAND SMOKE IN PUBLIC PLACES, NOW.

QUESTIONS: ROY J. KENDALL, ROYJKENDALL@HOTMAIL.COM



ORIGINAL RESEARCH ARTICLE

CNR1, central cannabinoid receptor gene, associated with susceptibility to hebephrenic schizophrenia

H Ujike¹, M Takaki¹, K Nakata^{1,2}, Y Tanaka^{1,3}, T Takeda², M Kodama⁴, Y Fujiwara⁵, A Sakai⁶ and S Kuroda¹

¹Department of Neuropsychiatry, Okayama University Graduate School of Medicine and Dentistry, Okayama, Japan; ²Zikei Hospital, Okayama, Japan; ³Department of Psychiatry, Johns Hopkins University School of Medicine, Baltimore, USA; ⁴Takami Hospital, Okayama, Japan; ⁵Takaoka Hospital, Himeji, Japan; ⁶Kasaoka Hospital, Kasaoka, Japan

Keywords: CNR1 gene; cannabinoid receptor; schizophrenia; hebephrenic type; Japanese; association study

To examine the cannabinoid hypothesis for pathogenesis of schizophrenia, we examined two kinds of polymorphisms of the CNR1 gene, which encodes human CB1 receptor, a subclass of central cannabinoid receptors, in schizophrenics and age-matched controls in the Japanese population. Allelic and genotypic distributions of polymorphism 1359G/A at codon 453 in the coding region and AAT triplet repeats in the 3' flanking region in the Japanese population were quite different from those in Caucasians. Although the polymorphism 1359G/A was not associated with schizophrenia, the triplet repeat polymorphism of the CNR1 gene was significantly associated with schizophrenia, especially the hebephrenic subtype ($P = 0.0028$). Hebephrenic schizophrenia showed significantly increased rate of the 9 repeat allele ($P = 0.032$, OR = 2.30, 95% CI (1.91–2.69)), and decreased rate of the 17 repeat allele ($P = 0.011$, OR = 0.208, 95% CI (0.098–0.439)). The present findings indicated that certain alleles or genotypes of the CNR1 gene may confer a susceptibility of schizophrenia, especially of the hebephrenic type.

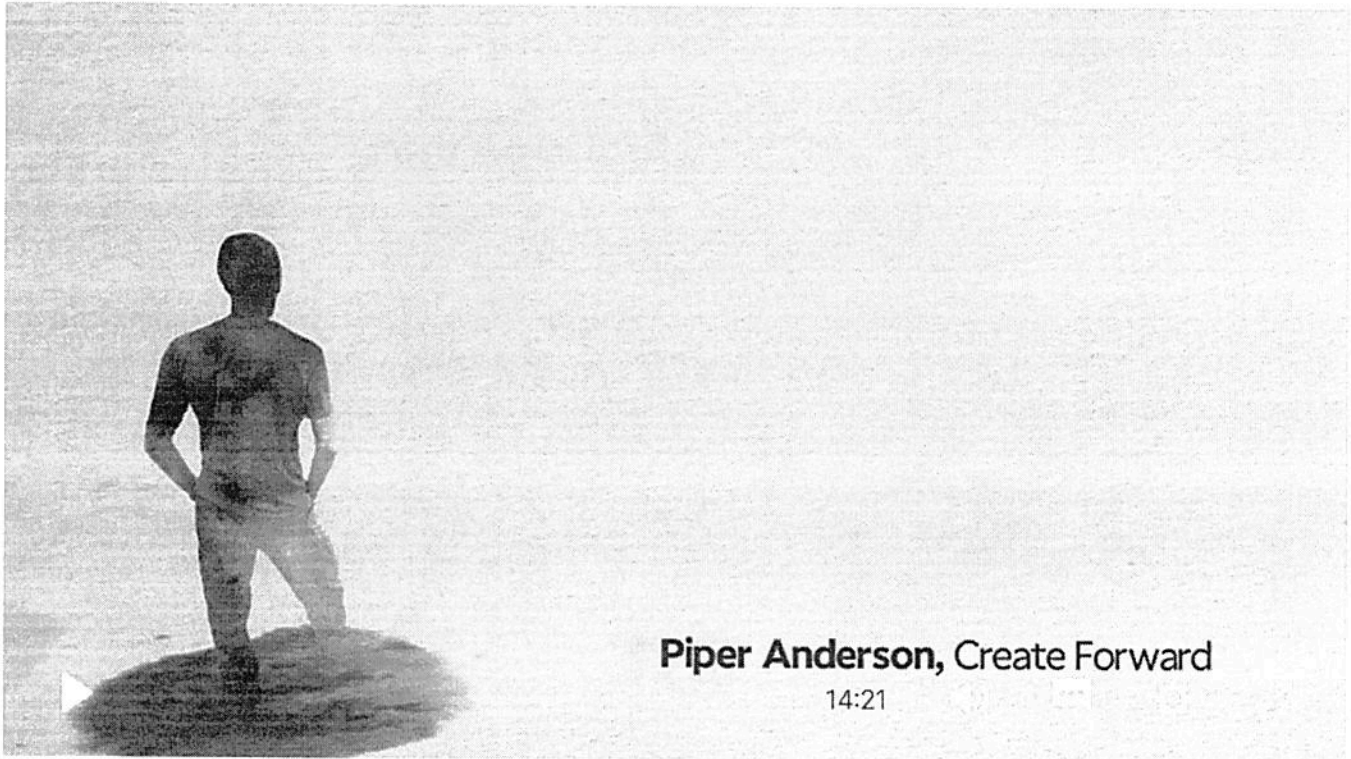
Molecular Psychiatry (2002) 7, 515–518. doi:10.1038/sj.mp.4001029

The cannabinoid hypothesis for the pathogenesis of schizophrenia is supposed to be based on the clinical facts that abuse of cannabis could precipitate the psychotic state, with hallucinations and delusions resembling schizophrenia^{1–4} and worsen positive symptoms of schizophrenia,^{5,6} even under regular medication of antipsychotics.⁷ Cannabinoid consumption could result in poor outcome and liability to relapse for schizophrenics.^{8–10} In addition, heavy cannabis users may develop an amotivational syndrome, reminiscent of some of the negative symptoms of schizophrenia.¹¹ A Swedish cohort study showed that cannabis use before 18 years of age raises the incidence rate of schizophrenia six-fold.¹² Another study showed that administration of delta-9-tetrahydrocannabinol to normal volunteers induced cognitive impairment of three dimensions resembling closely that of schizophrenic patients.¹³ The hallucinogenic action of cannabis and marijuana mediated the central cannabinoid receptor, G protein-coupled receptor CB1, which was discovered in 1988.¹⁴ CB1 receptors were expressed abundantly

throughout the brain, especially in substantia nigra, globus pallidus, hippocampus and cerebellum.^{15,16} CB1 receptors are encoded by the CNR1 gene (MIM114610), which was cloned by Matsuda *et al* in 1992.¹⁷ CB1 is located at 6q14–q15, which was included in a schizophrenia susceptibility locus, 6q13–q26, revealed by Cao *et al*¹⁸ using two independent series of pedigrees, which was designated by Schizophrenia 5 (SCZ5, OMIM 603175). Recently, two polymorphisms, AAT repeats microsatellite in the 3' flanking region and 1359 G/A polymorphism at codon 453 in the coding exon of the CNR1 gene, were reported.^{19,20} To examine the cannabinoid hypothesis for schizophrenia, we examined these two polymorphisms in the CNR1 gene of schizophrenia in the Japanese population.

Genotypic distribution and allelic frequency of 1359 A/G and AAT repeat polymorphisms are summarized in Tables 1 and 2, respectively. Distributions of the alleles of the two kinds of polymorphisms of the CNR1 gene in both groups were within the values expected from Hardy–Weinberg equilibrium. GG, GA and AA of the 1359 G/A polymorphism genotype in controls were 94.2%, 4.4% and 1.5%, respectively. The genotypic distributions were not significantly different between controls and schizophrenia ($G = 0.69$, $df = 1$, $P = 0.41$), or among controls, hebephrenic and paranoid type schizophrenia ($G = 2.39$, $df = 2$, $P = 0.30$). The allelic frequency of the G allele and the A allele in controls was 96.4% and 3.7%, respectively. The allelic frequencies were not significantly different between controls and schizophrenia ($G = 0.01$, $df = 1$, $P = 0.90$), or among controls, hebephrenic and paranoid type schizophrenia ($G = 1.70$, $df = 2$, $P = 0.43$).

Allelic frequencies of AAT repeats of the CNR1 gene were shown in Table 2. Nine kinds of allele, (AAT)₉, (AAT)₁₀, (AAT)₁₁–(AAT)₁₈ repeat alleles were found. The most frequent allele of Japanese controls was (AAT)₁₅ allele (34.8%), followed by (AAT)₁₆ allele (28.7%), (AAT)₁₄ allele (16.9%) and (AAT)₁₇ allele (7.1%). Alleles of (AAT)₈ and (AAT)₁₂ repeat were relatively rare and those of (AAT)₁₀ and (AAT)₁₈ repeat were few. The allelic distributions were significantly different between controls and schizophrenia ($\chi^2 = 1.995$, $P = 0.046$). As to subcategories of schizophrenia, hebephrenic type, but not paranoid type schizophrenia



2,143,430

Views



Add



Recommend



Like



Share

Details Transcript Footnotes Comments (40)

English



00:10

"It gets easier, right?" These are the words I often hear from young parents who are new to the game of worrying about their children. I tell them that it doesn't. It gets different, but there's always something to worry about as parents. I remember how I would lie half-awake at night listening to my son breathe when he was young and had asthma, and then, when he was a teen, until I heard the front door chime open, and I knew that he was home safe. Worrying about our kids comes with the territory.

00:43

Now, many of these worries are about basic issues, like what they eat, where they are, who they're with. But we also need to keep an eye on new behaviors and fads. The latest craze is something that may not yet be on everyone's radar as a serious health concern, and that is the newfound popularity of vaping, or inhaling sweet aerosols produced by vaporizing e-liquids in e-cigarettes.

01:12

E-cigarettes, or "vapes," as they are commonly called, are flying off the shelves like candy. This year, the e-cigarette market is expected to drive 26 billion dollars in sales worldwide. Over the next six years, that volume is expected to double. We have a lot of serious concerns about the health impact of vaping, and unfortunately, not nearly enough answers. This becomes even more concerning when you think of who uses e-cigarettes. E-cigarette use, at least in the US, has grown rapidly among youth and young adults -- our kids, our most vulnerable population. There was a 900 percent growth in the use of e-cigarettes by youth between 2012 and 2015. The most recent estimates suggest that approximately 3.6 million high school and middle school students have used e-cigarettes in the US.

02:09

Now, e-cigarettes were originally created to offer smokers a cleaner form of nicotine to help with their cigarette addiction. In the US, these devices come under the FDA's jurisdiction as a tobacco product. But the science on these devices has not been able to keep up with the rapid market growth, so regulations on the components of these devices and e-liquids are lagging. Current regulations do restrict sales of these devices to anyone under the age of 18, but these do not seem to have had much of an impact on the explosion in the use of these devices by teens.

02:48

You know, the first time I heard of and saw an e-cigarette, I knew right away that teens would love it. These devices are technology on a stick, a perfect fit for the smartphone generation -- small, rechargeable, easy to use, easy to modify, nice smelling -- some even sync with your smartphone to let you know how much you have vaped. Even I was very drawn to these very clever devices. And since I had spent a long time researching teen and adult addictions, I immediately realized that these devices fit perfectly into the teen psyche.

03:26

Teens are impulsive, and they love to try new things. They're also craving independence, and they love to make things their own. E-cigarettes meet these needs perfectly by allowing them the chance to both innovate and personalize their vape experience. They can choose from over 15,000 different e-liquid flavors and multiple nicotine concentrations. They can even create their own nicotine flavor combination. They can change how much vapor is produced from these devices by modifying the puff volume and the constituents and the power and temperature of the devices.

04:05

They can even use these devices for "cloud chasing." Cloud chasing, also called vape tricks or smoke tricks, involves producing large vape clouds with quirky shapes and names, like rings, dragons, ghosts ... Cloud chasers can even participate in cloud competitions and win prizes for creating the most innovative shaped clouds.

04:29

Teens can also change the strength and throat hit from the vapor by either vaporizing the e-liquid at higher temperatures or dripping the e-liquid directly onto a heated coil. They can even use these devices for marijuana vaping. And since the devices use lower temperatures and do not combust or burn the marijuana, they can do this very discreetly, without the distinctive smell of burnt marijuana. So they can really make these vape experiences their own, which may explain the astounding rise in the use of these devices by youth.

05:04

E-cigarettes are technically a very simple device. There is a receptacle for the e-liquid which can be a tank, a pod or a plug. There is a battery that charges the coil, which then vaporizes the e-liquid. And then there is a mouthpiece, where the user can actually draw from the e-cigarette. In 2017, there were 466 e-cigarette devices in the marketplace. These range from cigarette-like devices which are also called "cigalikes" to tank systems, which are also called "pens." And then there are modified devices, which are also called "mods." Mods look nothing like a cigarette, and they come in various shapes and sizes, with different kinds of attachments and user adjustments. They're very popular for cloud chasing.

05:54

The most recent entrance into the marketplace are the pod devices, which contain the e-liquid in a pod. These are very popular, by the way, among teens. An example of this is the Juul, which not only looks like a USB device but can also be plugged into a USB outlet to charge. Many teens do not even think that these are e-cigarettes, which has led to the use of terms like "juuling" instead of "vaping." Many of these devices are so discreet and produce so little vapor that teens are using them in classrooms and hiding them in objects like Sharpie pens, their clothes, their books.

06:31

Now, many teens think that these devices produce water vapor, and therefore, they are safe to use. But this could not be further from the truth. What is produced is not even a vapor, it's an aerosol, and let me tell you, the difference is quite pronounced. Aerosols contain many finely suspended particles of liquids and gases that are created from whatever is in the e-liquid. So an aerosol could contain propylene glycol and glycerin, which are solvents in the e-liquid. Now, these solvents are known to be safe for edible use, so for use in products that you eat, but we know very little about their safety following long-term inhalational exposure. The e-liquids can also contain alcohol, sometimes in high levels, and inhaling alcohol is known to have toxic effects on the brain.

07:21

I told you earlier that the e-liquids contain over 15,000 different flavors. Here are some examples, some with very catchy but familiar names like "Skittles" and "Fruit Loops," and others with more exotic names like "Dragon's Milk" and "Tiger's Blood" and "Unicorn Puke." The e-liquid or the aerosol can also contain metallic particles like chromium, cadmium and lead. These are generated from the heating coil in the devices and are also known to have many toxic effects on vital organs. So no, let me make this very clear: what is produced is definitely not water vapor.

08:01

Exposure of the teen brain to nicotine through e-cigarettes is also very concerning. The teen brain is very sensitive to even low levels of nicotine and gets very easily addicted. In fact, we have known for a long time that 90 percent of smokers start smoking cigarettes prior to the age of 18. Those who start early are more addicted and have a harder time quitting smoking. In other words, and to quote a past FDA commissioner, "Nicotine addiction ... is a pediatric disease."

08:33

E-cigarettes can expose teens to a lot of nicotine. Many of these devices contain the amount of nicotine that is in a full pack of cigarettes. The more recent pod devices contain a nicotine salt, which has a smoother taste and is much easier to use and can produce rapid increases in brain nicotine levels. Teens who use e-cigarettes regularly report symptoms of craving -- feeling anxious when they don't have their e-cigarettes. All these are hallmarks of a behavioral addiction.

09:04

E-cigarettes are not only addictive but they also affect many other organs in the body. So nicotine, which is in e-cigarettes, for example, binds to a receptor called the nicotinic acetylcholine receptor, which plays a key role in the functioning of almost all organ systems in the human body. And chronic exposure to nicotine changes the functioning of these systems. So as an example, chronic exposure to nicotine decreases the flexibility of the blood vessels and changes how the heart responds to acute challenges like stress. The teen brain is not only sensitive to the addictive effects of nicotine but also to its toxic effects. In adolescent animals, nicotine is a very well-established neurotoxin, and it decreases learning, memory and attention processes and increases hyperactivity symptoms.

09:57

Teens who use tobacco products are more likely to use marijuana and alcohol and also develop depression and anxiety as a teen or as an adult. So nicotine addiction through e-cigarettes could be leading them down the path of other addictions and other mental health problems. Now, in adolescent animals, nicotine also produces epigenetic changes, or heritable changes in gene expression, for example, in the genes involved in asthma. So teens who use nicotine may not only be harming themselves but they could be harming their future generations.

10:34

You know, the very existence of e-cigarettes could have led to an entire generation of nicotine-addicted youth. Easy access to these devices could have led to more experimentation with marijuana and many other vaporizable substances by youth. While there is no doubt that providing smokers with a cleaner form of nicotine is and should continue to be a critical goal, we still do not know if these devices help smokers quit smoking, and we know very little about the long-term effects of these devices. What we do know is that youth -- lots of youth -- are using these devices. In fact, the FDA commissioner recently used the term "epidemic" to describe e-cigarette use in the US. While trying to solve one huge public health problem, cigarette smoking, we may have created another colossal one. Our lack of vigilance in the earlier years around cigarette smoking led to a cigarette epidemic and many, many cigarette-related diseases. We do not want to repeat the same mistakes with e-cigarettes. So now is the time for action, for regulations that address the appeal and access of these devices to youth. Do smokers really need 15,000 kid-friendly flavors to quit smoking? Do they need so many different kinds of devices? Is it a good idea to have devices which are so easy to hide and so easy to use?

12:06

We recently heard that the FDA plans to introduce stricter regulations on sales of these devices that contain e-liquid flavors in retail locations like convenience stores and gas stations, and also introduce stricter regulations on sales of devices to minors over the internet. Is this going to be sufficient to change this rapid increase in youth uptake? We need to ask and answer such critical questions.

12:34

Now is also the time for a serious public education campaign. Teens and their parents need to know that while e-cigarettes may contain less toxins than cigarettes, they're certainly not benign. Exposure of their bodies to the chemicals produced by these devices could be changing them in ways they may not like and setting them up for future unknown toxicities and health problems.

12:59

You know, when I said earlier that e-cigarettes were a perfect fit for the smartphone generation, I was not kidding. We live in a technology-crazed world, where the latest device and technology gets a lot of attention just because it is technology and because it is the latest thing. More and more over the next few years and for the rest of our lives, we are going to see technologies coming into the marketplace that may not raise any health flags at first, simply because they don't look unhealthy or they're not a medical device. For example, we could see devices that may make it easier to go longer without sleep or help us lose weight -- a personal goal of mine -- or achieve any number of other goals that we as consumers are very, very interested in. But many of these devices may come with unacceptable risks to our own health.

13:52

So if we want to protect our health and the health of our children, perhaps we should get out of the habit of automatically celebrating such new technology and get into the habit of looking at them with a critical eye, perhaps even through a medical lens. Because, you know something? Our health, the health of our children and our future generations is far too valuable to let it go up in smoke -- or even in aerosol.

14:20

Thank you.

14:22

(Applause)

ABOUT US

The goal of the Asian/Pacific Islander Partners & Advocates Countering Tobacco (API PACT) Program is to give everyone a chance to live a healthy and tobacco-free life. API PACT is a program of the California Health Collaborative. Our services are funded by the California Department of Public Health Tobacco Control Program.

SERVICE AREA

API PACT serves Asian American, Native Hawaiian, and Pacific Islander (AANHPI) communities in Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare counties.

API PACT offers the following services:

- ▶ Educational presentations
- ▶ Information booths for events
- ▶ Youth leadership opportunities
- ▶ Model policies restricting tobacco



PROGRAM OBJECTIVES

PUBLIC POLICIES

Support policies that restrict the sale of flavored tobacco products within 1000 feet of schools and other youth-serving areas.

MORE THAN
80% OF YOUTH
WHO HAVE TRIED TOBACCO PRODUCTS
STARTED WITH A **FLAVORED PRODUCT**¹

**NO LEVEL OF
SECONDHAND
SMOKE IS SAFE**²

TOBACCO-FREE PUBLIC VENUES & EVENTS

Support AANHPI organizations with the adoption of tobacco-free policies for outdoor venues and events.

YOUTH ENGAGEMENT

Empower local Central Valley AANHPI youth to become champions for reducing tobacco use among their peers.

**GET INVOLVED WITH
YOUR COMMUNITY BY
CONTACTING US TODAY!**

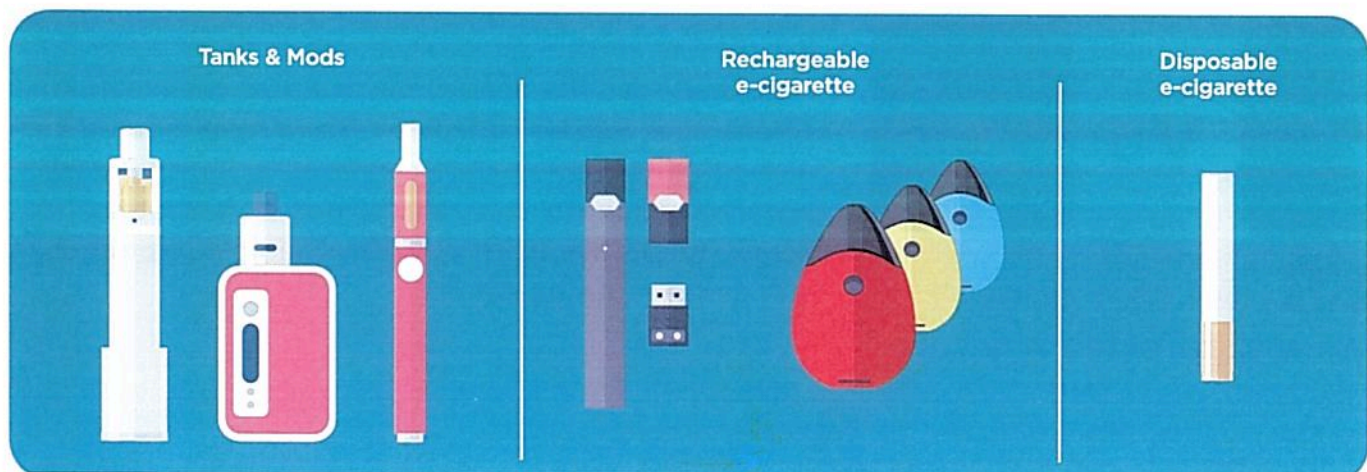


ELECTRONIC CIGARETTES WHAT'S THE BOTTOM LINE?

- P**
- » E-cigarettes have the potential to benefit adult smokers who are not pregnant if used as a complete substitute for regular cigarettes and other smoked tobacco products.
 - » E-cigarettes are not safe for youth, young adults, pregnant women, or adults who do not currently use tobacco products.
 - » While e-cigarettes have the potential to benefit some people and harm others, scientists still have a lot to learn about whether e-cigarettes are effective for quitting smoking.
 - » If you've never smoked or used other tobacco products or e-cigarettes, don't start.

WHAT ARE E-CIGARETTES?

- » E-cigarettes are known by many different names. They are sometimes called "e-cigs," "e-hookahs," "mods," "vape pens," "vapes," "tank systems," and "electronic nicotine delivery systems."
- » Some e-cigarettes are made to look like regular cigarettes, cigars, or pipes. Some resemble pens, USB sticks, and other everyday items.
- » E-cigarettes produce an aerosol by heating a liquid that usually contains nicotine—the addictive drug in regular cigarettes, cigars, and other tobacco products—flavorings, and other chemicals that help to make the aerosol. Users inhale this aerosol into their lungs. Bystanders can also breathe in this aerosol when the user exhales into the air.
- » E-cigarettes can be used to deliver marijuana and other drugs.



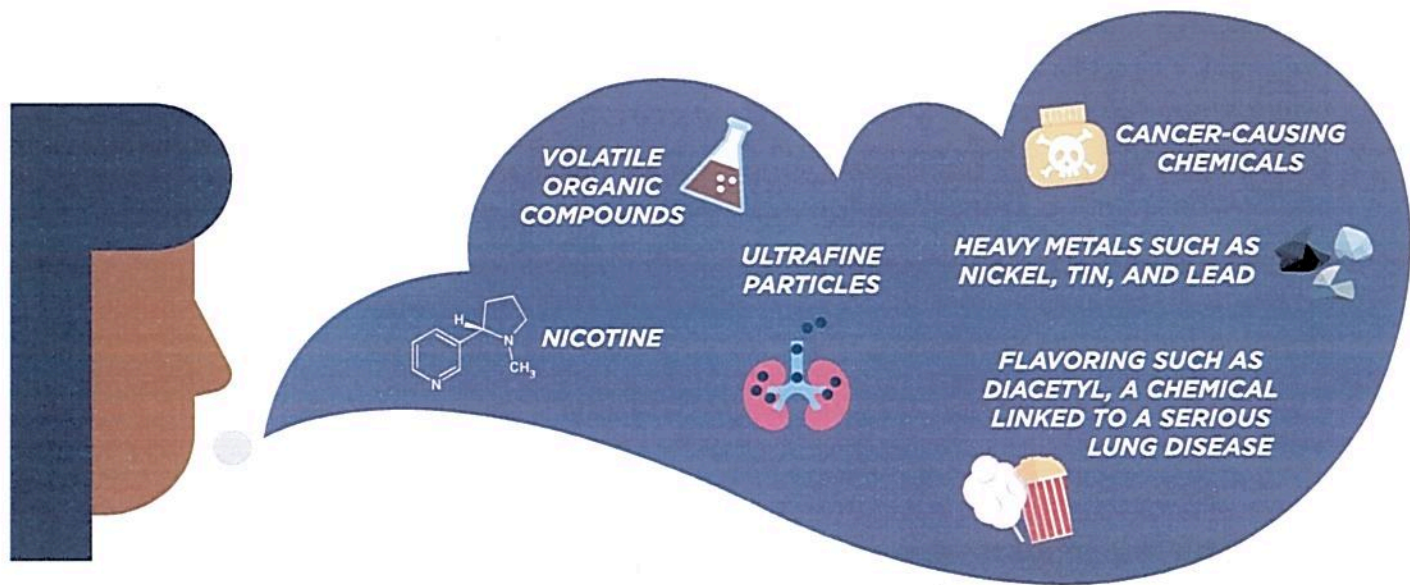
CS298852-A



U.S. Department of
Health and Human Services
Centers for Disease
Control and Prevention

WHAT IS IN E-CIGARETTE AEROSOL?

THE E-CIGARETTE AEROSOL THAT USERS BREATHE FROM THE DEVICE AND EXHALE CAN CONTAIN HARMFUL AND POTENTIALLY HARMFUL SUBSTANCES:



It is difficult for consumers to know what e-cigarette products contain. For example, some e-cigarettes marketed as containing zero percent nicotine have been found to contain nicotine.

ARE E-CIGARETTES LESS HARMFUL THAN REGULAR CIGARETTES?



VS



YES, but that doesn't mean e-cigarettes are safe.

E-cigarette aerosol generally contains fewer toxic chemicals than the deadly mix of 7,000 chemicals in smoke from regular cigarettes. However, e-cigarette aerosol is not harmless. It can contain harmful and potentially harmful substances, including nicotine, heavy metals like lead, volatile organic compounds, and cancer-causing agents.

WHAT ARE THE HEALTH EFFECTS OF USING E-CIGARETTES?

SCIENTISTS ARE STILL LEARNING ABOUT THE LONG-TERM HEALTH EFFECTS OF E-CIGARETTES. HERE IS WHAT WE KNOW NOW.

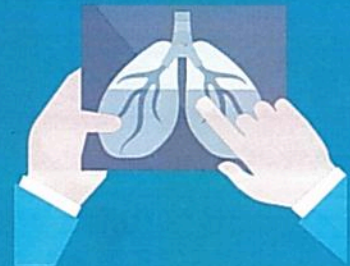
1 Most e-cigarettes contain nicotine, which has known health effects

- » Nicotine is highly addictive.
- » Nicotine is toxic to developing fetuses.
- » Nicotine can harm adolescent brain development, which continues into the early to mid-20s.
- » Nicotine is a health danger for pregnant women and their developing babies.



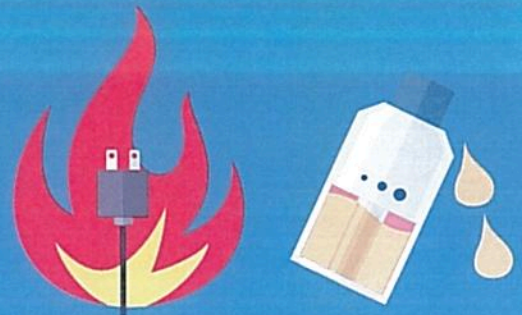
2 Besides nicotine, e-cigarette aerosol can contain substances that harm the body.

- » This includes cancer-causing chemicals and tiny particles that reach deep into lungs. However, e-cigarette aerosol generally contains fewer harmful chemicals than smoke from burned tobacco products.

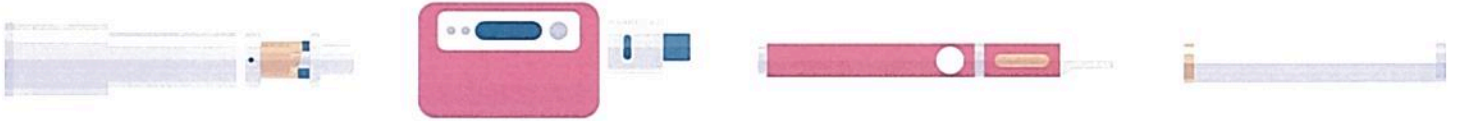


3 E-cigarettes can cause unintended injuries.

- » Defective e-cigarette batteries have caused fires and explosions, some of which have resulted in serious injuries.
- » In addition, acute nicotine exposure can be toxic. Children and adults have been poisoned by swallowing, breathing, or absorbing e-cigarette liquid.



CAN E-CIGARETTES HELP ADULTS QUIT SMOKING CIGARETTES?



E-CIGARETTES ARE NOT CURRENTLY APPROVED BY THE FDA AS A QUIT SMOKING AID.

The U.S. Preventive Services Task Force, a group of health experts that makes recommendations about preventive health care, concluded that the evidence is insufficient to recommend e-cigarettes for smoking cessation in adults, including pregnant women.



HOWEVER, e-cigarettes may help non-pregnant adult smokers if used as a complete substitute for all cigarettes and other smoked tobacco products.

TO DATE, THE FEW STUDIES ON THE ISSUE ARE MIXED.

Evidence from two randomized controlled trials found that e-cigarettes with nicotine can help smokers stop smoking in the long term compared with placebo (non-nicotine) e-cigarettes.

A recent CDC study found that many adults are using e-cigarettes in an attempt to quit smoking. However, most adult e-cigarette users do not stop smoking cigarettes and are instead continuing to use both products (“dual use”). Because smoking even a few cigarettes a day can be dangerous, quitting smoking completely is very important to protect your health.

WHO IS USING E-CIGARETTES?

E-CIGARETTES ARE THE MOST COMMONLY USED TOBACCO PRODUCT AMONG YOUTH.

IN THE U.S., YOUTH ARE MORE LIKELY THAN ADULTS TO USE E-CIGARETTE



In 2018, more than

3.6 MILLION

U.S. middle and high school students used e-cigarettes in the past 30 days, including:

4.9%
MIDDLE SCHOOL STUDENTS

20.8%
HIGH SCHOOL STUDENTS



AMONG CURRENT E-CIGARETTE USERS AGED 45 YEARS AND OLDER in 2015, most were either current or former regular cigarette smokers, and 1.3% had never been cigarette smokers.

IN CONTRAST, AMONG CURRENT E-CIGARETTE USERS AGED 18-24 YEARS, **40.0%** had **NEVER BEEN** regular cigarette smokers

IN 2015, AMONG ADULT E-CIGARETTE USERS OVERALL:

29.8%
were former regular cigarette smokers

11.4%
had never been regular cigarette smokers



58.8%
were current regular cigarette smokers

In 2017, **2.8%**
of U.S. adults were current e-cigarette users





California Health Collaborative

MAY CHUNG

COMMUNITY ENGAGEMENT COORDINATOR
ASIAN PACIFIC ISLANDER PARTNERS &
ADVOCATES COUNTERING TOBACCO PROJECT

1616 W. Mineral King Ave., #D
Visalia, CA 93291-4474
Phone 559-315-5542
E-mail: mchung@healthcollaborative.org
www.healthcollaborative.org

District Bylaws

Article I The District and Its Mission

- Section 1** Kaweah Delta Health Care District is a community venture, operating under the authority granted through the California Health and Safety Code as a health care district. The purpose of the District is to provide quality health care within defined areas of expertise. It is the intent of the District that no person shall be denied emergency admission or emergency treatment based upon ability to pay. It is further the intent of the District that no person shall be denied admission or treatment based upon race, color, national origin, ethnic, economic, religious or age status or on the basis of sexual preference. The medical welfare of the community and its particular health needs will be fulfilled to the capacity of the District's financial limitations.
- Section 2** Kaweah Delta Health Care District operates under the authority of California Code for a health care district. {California Health & Safety Code – Division 23 – Hospital Districts – Sections 32000-32492} As such, Kaweah Delta Health Care District is publicly owned and operates as a non-profit entity.
- Section 3** As permitted by law, the District may, by resolution of the Board, conduct any election by all-mailed ballots pursuant to Division 4 (commencing with Section 4,000) of the California Elections Code.
- Section 4** The Mission of Kaweah Delta Health Care District is; Health is our passion. Excellence is our focus. Compassion is our promise. .
- Section 5** The Vision of Kaweah Delta Health Care District is; To be your world-class healthcare choice, for life.
- Section 6** The Pillars of Kaweah Delta Health Care District are:
1. Achieve outstanding community health
 2. Deliver excellent service
 3. Provide an ideal work environment
 4. Empower through education
 5. Maintain financial strength
- Section 7** The mission, vision, and pillars of the District support the safety and quality of care, treatment, and service {Joint Commission Standard LD.02.01.01}
- Section 8** The Code of Conduct of Kaweah Delta Health Care District is a commitment to ethical and legal business practices, integrity, accountability and excellence. The Code is a founding document of the Compliance Program, developed to express Kaweah Delta's understanding and obligation to comply with all applicable laws and regulations {Joint Commission Standard LD.04.01.01}

Article II The Governing Body

- Section 1** The Governing Body of the Kaweah Delta Health Care District is a Board of Directors constituted by the five (5) publicly elected directors, who are elected by zone, each for four (4) year terms, with two (2) being elected on staggered terms and three (3) being elected two (2) years later on staggered terms. {Health and Safety Code 32100} The election of the directors is to conform with the applicable California Code. {Government Code 1780} This publicly elected Governing Body is responsible for the safety and quality of care, treatment, and services, establishes policy, promotes performance improvement, and provides for organizational management and planning {Joint Commission Standard LD.1.10}.
- Section 2** The Governing Body, in accordance with applicable California Code, adopts the Bylaws of the District.
- Section 3** The principal office of the District is located at Kaweah Delta Medical Center - Acequia Wing, Executive Offices, 400 West Mineral King Avenue, Visalia, CA 93291. Correspondence to the Board should be addressed to the Board of Directors at this address. The District also maintains a Web site at www.kaweahdelta.org. All noticed meeting agendas and supporting materials for Board meetings and Board committee meetings can be obtained at www.kaweahdelta.org/About-Us/Board-of-Directors.
- Section 4** The duties and the responsibilities of the Governing Body are:
- PRIMARY RESPONSIBILITY - This Board's primary responsibility is to develop and follow the organization's mission statement, which leads to the development of specific policies in the four key areas of:
- A. Quality Performance
 - B. Financial Performance
 - C. Planning Performance
 - D. Management Performance
- The Board accomplishes the above by adopting specific outcome targets to measure the organization's performance. To accomplish this, the Board must:
- 1) Establish policy guidelines and criteria for implementation of the mission. The Board also reviews the mission statements of any subsidiary units to ensure that they are consistent with the overall mission.
 - 2) Evaluate proposals brought to the Board to ensure that they are consistent with the mission statement. Monitor programs and activities of the hospital and subsidiaries to ensure mission consistency.
 - 3) Periodically review, discuss, and if necessary, amend the mission statement to ensure its relevance.

- A. **QUALITY PERFORMANCE RESPONSIBILITIES** - This Board has the final moral, legal, and regulatory responsibility for everything that goes on in the organization, including the quality of services provided by all individuals who perform their duties in the organization's facilities or under Board sponsorship. To exercise this quality oversight responsibility, the Board must:
- 1) Understand and accept responsibility for the actions of all physicians, nurses, and other individuals who perform their duties in the organization's facilities.
 - 2) Review and carefully discuss quality reports that provide comparative statistical data about services, and set measurable policy targets to ensure continual improvement in quality performance.
 - 3) Carefully review recommendations of the Medical Staff regarding new physicians who wish to practice in the organization and be familiar with the termination and fair hearing policies.
 - 4) Reappoint individuals to the Medical Staff using comparative outcome data to evaluate how they have performed since their last appointment.
 - 5) Appoint physicians to governing body committees and seek physician participation in the governance process to assist the Board in its patient quality-assessment responsibilities.
 - 6) Fully understand the Board's responsibilities and relationships with the Medical Staff and maintain effective mechanisms for communicating with them.
 - 7) Regularly receive and discuss malpractice data reflecting the organization's experience and the experience of individual physicians who have been appointed to the Medical Staff.
 - 8) Adopt a Performance Improvement Plan and Risk Management Plan for the District and provide for resources and support systems to ensure that the plans can be carried out.
 - 9) Regularly receive and discuss data about the Medical Staff to assure that future staffing will be adequate in terms of ages, numbers, specialties, and other demographic characteristics.
 - 10) Ensure that management reviews and assesses the attitudes and opinions of those who work in the organization to identify strengths, weaknesses, and opportunities for improvement.
 - 11) Monitor programs and services to ensure that they comply with policies and standards relating to quality.
 - 12) Take corrective action when appropriate and necessary to improve quality performance.
- B. **FINANCIAL PERFORMANCE RESPONSIBILITIES** - This Board has the ultimate responsibility for the financial soundness of the organization. To accomplish this the Board must:

- 1) Annually review and approve the overall financial plans, budgets {Joint Commission Standard LD.04.01.03}, and policies for implementation of those plans and budgets on a short and long term basis. The plan must include and identify in detail the objective of, and the anticipated sources of financing for each anticipated capital expenditure:
 - 2) Approve an annual audited financial statement prepared by a major accounting firm and presented directly to the Board of Directors.
 - 3) Approve any specific expenditure in excess of \$75,000, which is not included in the annual budget
 - 4) Approve financial policies, plans, programs, and standards to ensure preservation and enhancement of the organization's assets and resources.
 - 5) Monitor actual performance against budget projections and review and adopt ethical financial policies and guidelines.
 - 6) Review major capital plans proposed for the organization and its subsidiaries.
 - 7) Approve all contracts, whether directly, or by authority delegated to a committee or to the Chief Executive Officer or his designee(s)
- C. PLANNING PERFORMANCE RESPONSIBILITIES - The Board has the final responsibility for determining the future directions that the organization will take to meet the community's health needs. To fulfill this responsibility, the Board must:
- 1) Review and approve a comprehensive strategic plan and supportive policy statements.
 - 2) Develop long term capital expenditure plans as a part of its long range strategic planning.
 - 3) Determine whether or not the strategic plan is consistent with the mission statement.
 - 4) Assess the extent to which plans meet the strategic goals and objectives that have been previously approved.
 - 5) Periodically review, discuss, and amend the strategic plan to ensure its relevance for the community.
 - 6) Regularly review progress towards meeting goals in the plan to assess the degree to which the organization is meeting its mission.
 - 7) Annually meet with the leaders of the Medical Staff to review and analyze the health care services provided by the District and to discuss long range planning for the District.
- D. MANAGEMENT PERFORMANCE RESPONSIBILITIES - The Board is the final authority regarding oversight of management performance by our Chief Executive Officer, Compliance and Privacy Officer, and Director of Internal Audit and support staff. To exercise this authority, the Board must:

- 1) Oversee the recruitment, employment, and regular evaluations of the performance of the Chief Executive Officer, the Compliance and Privacy Officer, and the Director of Internal Audit.
 - 2) Evaluate the performance of the CEO annually using goals and objectives agreed upon with the CEO at the beginning of the evaluation cycle. Provide input to and have final approval of the annual evaluations of the Compliance and Privacy Officer, and the Director of Internal Audit.
 - 3) Communicate regularly with the CEO, the Compliance and Privacy Officer and the Director of Internal Audit regarding goals, expectations, and concerns.
 - 4) Periodically survey CEO, Compliance and Privacy Officer, and Director of Internal Audit employment arrangements at comparable organizations to assure the reasonableness and competitiveness of our compensation package.
 - 5) Periodically review management succession plans to ensure leadership continuity.
 - 6) Ensure the establishment of specific performance policies which provide the CEO, the Compliance and Privacy Officer, and the Director of Internal Audit with a clear understanding of what the Board expects, and ensure the update of these policies based on changing conditions.
- E. The Board is also responsible for managing its own governance affairs in an efficient and successful way. To fulfill this responsibility, the Board must:
- 1) Evaluate Board performance bi-annually. Members of the governing body are elected by the public and, accordingly, are judged on their individual performance by the electorate.
 - 2) Maintain written conflict-of-interest policies that include guidelines for the resolution of existing or apparent conflicts of interest. {Board of Directors policy BOD.05 – Conflict of Interest}
 - 3) Participate both as a Board and individually in orientation programs and continuing education programs both within the organization and externally. As such, the District shall reimburse reasonable expenses for both in-state and out-of-state travel for such educational purposes {Board Of Directors policy BOD.06 – Board Reimbursement for Travel and Service Clubs} {Health and Safety Code 32103}
 - 4) Periodically review Board structure to assess appropriateness of size, diversity, committees, tenure, and turnover of officers and chairpersons.
 - 5) Assure that each Board member understands and agrees to maintain confidentiality with regard to information discussed by the Board and its committees.
 - 6) Assure that each Board member understands and agrees to adhere to the Brown Act ensuring that Board actions be taken openly, as required, and that deliberations be conducted openly, as required.

- 7) Adopt, amend, and if necessary repeal the articles and bylaws of the organization.
- 8) Maintain an up-to-date Board policy manual, which includes specific policies covering oversight responsibilities in the area of quality performance, financial performance, strategic planning performance, and management performance.
- 9) Review the District's Mission, Vision & Pillar statements every two years.

Section 5 The Board of Directors of the Kaweah Delta Health Care District shall hold regular meetings at a meeting place on the premises of the Kaweah Delta Health Care District on the fourth Monday of each month, as determined by the Board of Directors each month. {Health and Safety Code 32104}

The Board of Directors of the Kaweah Delta Health Care District may hold a special meeting of the Board of Directors as called by the President of the Board or in his/her absence the Vice President. In the absence of these officers of the Board a special meeting may be called by a majority of the members of the Board. A special meeting requires a 24-hour notice before the time of the meeting {Government Code 54956}.

Meetings of the Board of Directors shall be noticed and held in compliance with the applicable California Code for Health Care Districts. {The Ralph M. Brown Act - Government Code 54950}

Sections 32100.2 and 32106 of the Health and Safety Code of the State of California, as amended, indicate the attendance and quorum requirements for members of the Board of Directors of any health care district in the State of California. For general business the Board may operate under the rules of a small committee, however, upon the request of any member of the Governing Body immediate implementation of the Standard Code of Parliamentary Procedure (Roberts Rules of Order) shall be adopted for the procedure of that meeting.

Section 6 The President of the Board of Directors shall appoint the committees of the Board and shall appoint the Chairperson and designate the term of office in a consistent and systematic approach. All committees of the Governing Body shall have no more than two (2) members of the Governing Body upon the committee and both Board members shall be present prior to the Board committee meeting being called to order. All committees of the Governing Body shall serve as extensions of the Governing Body and report back to the Governing Body for action. Minutes of all committee meetings shall be distributed to all members of the Governing Body in such fashion that discussion and recommendations to the Governing Body are clearly presented.

The President of the Board of Directors may appoint, with concurrence of the Board of Directors, any special committees needed to perform special tasks and functions for the District.

Any special committee shall limit its activities to the task for which it was appointed, and shall have no power to act, except as specifically conferred by action of the Board of Directors.

The Chief of Staff shall be notified and shall facilitate Medical Staff participation in any Governing Board Committee that deliberates the discharge of Medical Staff responsibility.

The standing committees of the Governing Body are:

A. Academic Development

The members of this committee shall consist of two (2) Board members, the Chief Executive Officer (CEO), the Designated Institutional Officer (DIO), Director of Graduate Medical Education, Director of Pharmacy, and any other members designated by the Board President.

This committee will provide Board direction and leadership for the Graduate Medical Education Program, the Pharmacy Residency Program, and achievement of Kaweah Delta's foundational Pillar "Empower through education".

A.B. Audit and Compliance Committee

The membership of this committee shall consist of two (2) Board members (the Board President or Secretary/Treasurer shall be a standing member of this committee), the CEO, Chief Financial Officer (CFO), Chief Operating Officer (COO), the Director of Internal Auditor, Compliance and Privacy Officer, Compliance Specialist, legal counsel, and any other members designated by the Board President. The Committee will engage an outside auditor, meet with them pre audit and post audit, and review the audit log of the internal auditor. The Committee will examine and report on the manner in which management ensures and monitors the adequacy of the nature, extent and effectiveness of compliance, accounting and internal control systems. The Committee shall oversee the work of those involved in the financial reporting process including the internal auditors and the outside auditors, to endorse the processes and safeguards employed by each. The Committee will encourage procedures and practices that promote accountability among management, ensuring that it properly develops and adheres to a compliant and sound system of internal controls, that the internal auditor objectively assesses management's accounting practices and internal controls, and that the outside auditors, through their own review, assess management and the internal auditor's practices. This committee shall supervise all of the compliance activities of the District, ensuring that Compliance and Internal Audit departments effectively facilitate the prevention, detection and correction of violations of law, regulations, and/or District policies. The Compliance and Privacy Officer will review and forward to the full Board a written Quarterly Compliance Report.

This committee, on behalf of the Board of Directors, shall be responsible for overseeing the recruitment, employment, evaluation and dismissal of the Compliance and Privacy Officer and the Director of Internal Audit. These responsibilities shall be performed primarily by the CEO and/or the CEO's designees, but final decisions on such matters shall rest with this committee, acting on behalf of the full Board.

B.C. Community-Based Planning Committee

The membership of this committee shall consist of two (2) Board members {Board President or Secretary/Treasurer shall be a standing member of this committee}, CEO, Facilities Planning Director and any other members designated by the Board President as they deem appropriate to the topic(s) being considered: community leaders including but not limited to City leadership, Visalia Unified School District (VUSD) leadership, College Of the Sequoias leadership, County Board of Supervisors, etc.

The membership of this committee shall meet with other community representatives to develop appropriate mechanisms to provide for efficient implementation of current and future planning of District facilities and services and to achieve mutual goals and objectives.

G.D. Finance / Property, Services & Acquisitions Committee

The membership of this committee shall consist of two (2) Board members - (the Board President or Secretary/Treasurer will be a standing member of this committee), the CEO, the CFO, the COO, VP Strategic Planning and Business Development, the Facilities Planning Director, and any other members designated by the Board President.

This committee will oversee the financial health of the District through careful planning, allocation and management of the District's financial resources and performance. To oversee the construction, improvement, and maintenance of District property as well as the acquisition and sale of property which is essential for the Health Care District to carry out its mission of providing high-quality, customer-oriented, and financially-strong healthcare services.

D.E. Governance & Legislative Affairs Committee

The membership of this committee shall consist of two (2) Board members {the Board President or the Board Secretary/Treasurer}, the CEO and any other members designated by the Board President. Committee activities will include; reviewing Board committee structure, calendar, bylaws and, planning the bi-annual Board self-evaluation, and monitor conflict of interest. Legislative activities will include; establishing the legislative program scope & direction for the District, annually review appropriation request to be submitted by the District, effectively communicating and maintaining collegial relationships with local, state, and nationally elected officials.

E.F. Human Resources

The members~~hip~~ of this committee shall consist of two (2) Board members, the CEO, the Vice President of Human Resources, the Chief Nursing Officer (CNO) and any other members designated by the Board President. This committee shall review and approve all personnel policies. This committee shall annually review and recommend changes to the Salary and Benefits Program, the Safety Program and the Workers' Compensation Program. This committee will annually review the workers compensation report, competency report & organizational development report.

F.G. Information Systems Steering Committee

The members~~hip~~ of this committee shall consist of two (2) Board members, the CEO, CFO, COO, CNO, the Chief Information Officer (CIO), the Medical Director of Informatics, and any other members designated by the Board President. This committee shall supervise the Information Systems projects of the District.

G.H. Marketing and Public Affairs Committee

The members~~hip~~ of this committee shall consist of two (2) Board members and the CEO, the VP of Strategic Planning and Business Development, the Marketing Director, and any other members designated by the Board President.

This committee shall oversee marketing and public affairs activities in the District in order to increase the primary and secondary market share in all service areas. Additionally, create a brand that builds preference for Kaweah Delta in the minds of consumers and creates a public image that instills trust, confidence, and is emblematic of Kaweah Delta's mission statement. Further develops and fosters a positive perception that will attract the highest caliber of employees and medical staff

I. Patient Experience

The members of this committee shall consist of two (2) Board members and the Vice President of Human Resources, Director of Patient Experience, Director of Emergency Services, and any other members designated by the Board President.

This committee will work with the patient experience team and leadership to develop a patient experience strategy to ensure that patient experiences are meeting the Mission and Vision of Kaweah Delta and its foundational Pillar "Deliver excellent service".

H.J. Quality Council

The members~~hip~~ of this committee shall consist of two (2) Board members, the CEO or designate, the Chief Medical Officer (CMO), CNO, the Chief of the Medical Staff, the chair of the Professional Staff Quality Committee (Prostaff), the Medical Directors of Quality and Patient Safety, Director of Quality and Patient Safety, Director of Risk

Management, and members of the Medical Staff as designated by the Board.

This committee shall review and recommend approval of the annual Quality Improvement (QI) plan and Patient Safety plans to the Board of Directors, determine priorities for improvement, monitor key outcomes related to Quality Focus Team activities, evaluate clinical quality, patient safety, and patient satisfaction, monitor and review risk management activities and outcomes, evaluate the effectiveness of the performance improvement program, foster commitment and collaboration between the District and Medical Staff for continuous improvement, and review all relevant matters related to Quality within the institution, including Performance Improvement, Peer Review, Credentialing/Privileging and Risk Management..

I.K. Strategic Planning Committee

The membership of this committee shall consist of two (2) Board members, the CEO, VP of Strategic Planning and Business Development, other Executive Team members, Medical Staff Officers, Immediate past Chief of Staff along with other members of the Medical Staff as designated by the Board and the CEO.

This committee shall review the budget plan, review the strategic plan and organize objectives, review changes or additions to service lines.

The Strategic Planning Committee will provide oversight and forward to the full Board the following reports:

1. Review of the Strategic Plan Annually
2. Strategic Plan initiatives progress and follow-up bi-monthly to full Board.

I.L. Independent Committees

The following independent committees may have Board member participation.

1. Cypress Company, LLC
2. Graduate Medical Education Committee (GMEC)
3. Joint Conference
4. Kaweah Delta Medical Foundation
5. Kaweah Delta Hospital Foundation
6. Quail Park {All entities}
7. Retirement Plans' Investment Committee
8. Sequoia Integrated Health, LLC
9. Sequoia Surgery Center, LLC
10. Sequoia Regional Cancer Center – Medical & Radiation, LLC
11. Tulare Kings Cancer (TKC) Development, LLC
 - The Board President shall serve as General Manager for TKC Development, LLC.
12. 202 W. Willow – Board of Owners
13. Central Valley Health Care Alliance - JPA

K.M. Medical Affairs

- 1) A member of the Board, as appointed by the President, shall also serve on the following Medical Staff Committees:
 - a) Joint Conference & Planning Committee - This committee shall regularly meet to discuss current issues/concerns with Medical Staff, Board, and Administration.
 - b) Credentials Committee - The Board shall participate in this committee to observe the Medical Staff process.

Section 7 The Governing Body Bylaws:

The Governing Body Bylaws and any changes thereto may be adopted at any regular or special meeting by a legally constituted quorum of the Governing Body. All portions of Governing Body Bylaws must be in compliance with applicable California Code, which is the ruling authority.

Any member of the Governing Body may request a review for possible revision of the Bylaws of the District.

The Chief Executive Officer and the Governing Body shall review the Bylaws and recommend appropriate changes every year.

Section 8 Members of the Governing Body shall annually sign a job description which outlines the duties and responsibilities of the Governing Body members including but not limited to adherence to the Board conflict of interest policy {Board of Directors policy - BOD5 – Conflict of Interest}, District confidentiality, and the Brown Act.

Section 9 Members of the Governing Body are publicly elected. The members of the Governing Body are expected to participate actively in the functions of the Governing Body and its committees and to serve the constituency who elected them. Notwithstanding any other provision of law, the term of any member of the board of directors shall expire if he or she is absent from three consecutive regular meetings, or from three of any five consecutive meetings of the board and the board by resolution declares that a vacancy exists on the board {Health and Safety Code 32100.2}.

Section 10 The Chief Executive Officer shall provide an orientation program to all newly elected members of the Governing Body. {Board of Directors policy – BOD1 – Orientation of a New Board Member} All members of the Board of Directors shall be provided with current copies of the District Bylaws and the Medical Staff Bylaws and any revisions of these Bylaws.

Section 11 All members of the Governing Body shall be provided with a copy of the Bylaws which govern the Board of Directors, a job description for the District Governing Body and the Board President or Individual Board Member as applicable.

Article III Officers of the Board

Section 1 The offices of President, Vice President, and Secretary/Treasurer shall be selected at the first regular meeting in December of a non-election year of the

District. To hold the office of President, Vice President, or Secretary/Treasurer, a Board member must have at least one year of service on the Board of Directors. These officers shall hold office for a period of two (2) years or until the successors have been duly elected (or in the case of an unfulfilled term, appointed) and qualified. The officer positions shall be by election of the Board itself.

Section 2 The duties and responsibilities of the Governing Body President are:

- A. Keep the mission of the organization at the forefront and articulates it as the basis for all Board action.
- B. Understand and communicate the roles and functions of the Board, committees, Medical Staff, and management.
- C. Understand and communicate individual Board member, Board leader, and committee chair responsibilities and accountability.
- D. Act as a liaison between the Board, management, and Medical Staff.
- E. Plan agendas.
- F. Preside over the meetings of the Board.
- G. Preside over or attend other Board, Medical Staff, and other organization meetings.
- H. Enforce Board and hospital bylaws, rules, and regulations (such as conflict of interest and confidentiality policies).
- I. Appoint Board committee chairs and members in a consistent and systematic approach.
- J. Act as a liaison between and among other Boards in the healthcare system.
- K. Direct the committees of the Board, ensuring that the committee work plans flow from and support the hospital and Board goals, objectives, and work plans.
- L. Provide orientation for new Board members and arrange continuing education for the Board.
- M. Ensure effective Board self-evaluation.
- N. Build cohesion among the leadership team of the Board President, CEO, and Medical Staff leaders.
- O. Lead the CEO performance objective and evaluation process.

Section 3 The duties and responsibilities of the Governing Body Vice President are:

- A. The Vice President shall act as President in the absence of the President or the Secretary/Treasurer in the absence of the Secretary/Treasurer, and so acting shall have all the responsibility and authority of that position.

Section 4 The Secretary/Treasurer shall act as the Secretary for the Board of Directors of Kaweah Delta Health Care District and in so doing shall:

- A. maintain minutes of all meetings of the Board of Directors;
- B. be responsible for the custody of all records and for maintaining records of the meetings;
- C. be assured that an agenda is prepared for all meetings.

Section 5 The Secretary/Treasurer shall be custodian of all funds of Kaweah Delta Health Care District as well as the health care facilities operated by the District. The Secretary/Treasurer shall assure that administration is using proper accounting systems; that this is a true and accurate accounting of the transactions of the District; that these transactions are recorded and accurate reports are regularly reported to the Board of Directors. The Secretary/Treasurer in conjunction with the Board Audit and Compliance Committee shall see that a major accounting firm provides ongoing overview and scrutiny of the fiscal aspects of the District, and shall further assure that an annual audit is prepared by a major accounting firm and presented directly to the Board of Directors.

Article IV The Medical Staff

Section 1 The Governing Body shall appoint the Medical Staff composed of licensed physicians, surgeons, dentists, podiatrists, clinical psychologists, and all Allied Health Practitioners (including Physician Assistants, Nurse Practitioners and Nurse Midwives) duly licensed by the State of California {Health and Safety Code of the State of California, Section 32128}. The Governing Body, upon consideration of the recommendations of the Medical Staff coming from the Medical Executive Committee, through the Credentials Committee, affirms or denies appointment and privileges to the Medical Staff of Kaweah Delta Health Care District in accordance with the procedure for appointment and reappointment of medical staff as provided by the standards of the Joint Commission on Accreditation of Healthcare Organizations {Joint Commission Standard MS.01.01.01}. The Board of Directors shall reappoint members to the Medical Staff every two (2) years, as set forth in the Medical Staff Bylaws. The Governing Body requires that an organized Medical Staff is established within the District and that the Medical Staff submits their Bylaws, Rules and Regulations and any changes thereto, to the Governing Body for approval.

Section 2 Members of the Medical Staff are eligible to run in public election for membership on the Governing Body in the same manner as other individuals.

Section 3 All public meetings of the Governing Body may be attended by members of the Medical Staff. The Chief of Staff of Kaweah Delta Health Care District shall be

notified and invited to each regular monthly meeting of the Governing Body and the Chief of Staff's input shall be solicited with respect to matters affecting the Medical Staff.

Section 4 The Chief of Staff of Kaweah Delta Health Care District shall be invited to all meetings of the Governing Body at which credentialing decisions are made concerning any member of the Medical Staff of Kaweah Delta Hospital or at which quality assurance reports are given concerning the provision of patient care at Kaweah Delta Hospital. Quality assurance reports shall be made to the Board periodically. Credentialing decisions shall be scheduled on an as-needed basis. The Chief of Staff shall be encouraged to advise the Board on the content and the quality of the presentations, and to make recommendations concerning policies and procedures, the improvement of patient care and/or the provision of new services by the District.

Annually, the Governing Body shall meet with the leaders of the Medical Staff to review and analyze the health care services provided by the District and to discuss long range planning for the District as noted in Article II, Section 4, Item C7.

Section 5 **The District has an organized Medical Staff that is accountable to the Governing Body {Joint Commission Standard LD.01.05.01}.** The organized Medical Staff Executive Committee shall make recommendations directly to the Governing Body for its approval. Such recommendations shall pertain to the following:

- A. the structure of the Medical Staff;
- B. the mechanism used to review credentials and delineate clinical privileges;
- C. individual Medical Staff membership;
- D. specific clinical privileges for each eligible individual;
- E. the organization of the performance improvement activities of the Medical Staff as well as the mechanism used to conduct, evaluate, and revise such activities;
- F. the mechanism by which membership on the Medical Staff may be terminated;
- G. the mechanism for fair hearing procedures.

Section 6 The Governing Body shall act upon recommendations concerning Medical Staff appointments, re-appointments, termination of appointments, and the granting or revision of clinical privileges within 120 days following the regular monthly meeting of the Governing Body at which the recommendations are presented through the Executive Committee of the organized Medical Staff.

Section 7 The Governing Body requires that only a member of the organized Medical Staff with admitting privileges at Kaweah Delta Hospital may admit a patient to Kaweah Delta Hospital and that such individuals may practice only within the scope of the privileges granted by the Governing Body and that each patient's

general medical condition is the responsibility of a qualified physician of the Medical Staff.

Section 8 The Governing Body requires that members of the organized Medical Staff and all Allied Health Practitioners (including Physician Assistants, Nurse Practitioners and Nurse Midwives) maintain current professional liability insurance with approved carriers and in the amounts of \$1,000,000/\$3,000,000 (per occurrence / annual aggregate) or such other amounts as may be established by the Governing Body by resolution.

Section 9 The Governing Body holds the Medical Staff responsible for the development, adoption, and annual review of its own Medical Staff Bylaws, Rules and Regulations that are consistent with the District policy, applicable codes, and other regulatory requirements. Neither the Medical Staff nor The Governing Body may make unilateral amendments to the Medical Staff Bylaws or the Medical Staff Rules and Regulations.

The Medical Staff Bylaws and the Rules and Regulations adopted by the Medical Staff, and any amendments thereto, are subject to, and effective upon, approval of the Governing Body, such approval not to be unreasonably withheld.

Section 10 The Medical Staff is responsible for establishing the mechanism for the selection of the Medical Staff Officers, Medical Staff Department Chairpersons, and Medical Staff Committee Chairpersons.

This mechanism will be included in the Medical Staff Bylaws.

Section 11 The Governing Body requires the Medical Staff and the Management to review and revise all department policies and procedures as often as needed. Such policies and procedures must be reviewed at least every three (3) years.

In adherence with Title 22, {70203} Policies relative to medical service {those preventative, diagnostic and therapeutic measures performed by or at the request of members of the organized medical staff} shall be approved by the governing body as recommended by the Medical Staff.

In adherence with Title 22, {70213} Nursing Service Policies for patient care shall be developed, maintained and implemented by nursing services; policies which involve the Medical Staff shall be reviewed and approved by the Medical Staff prior to implementation. The hospital administration and the governing body shall review and approve all policies that relate to nursing services every three years or more often, if necessary.

Section 12 Individuals who provide patient care services (other than District staff members), but who are not subject to the Medical Staff privilege delineation process, shall submit their credentials to the Interdisciplinary Practice Committee of the Medical Staff which shall, via the Executive Committee, transmit its recommendations to the Governing Body for approval or disapproval.

Section 13 The quality of patient care services provided by individuals who are not subject to Medical Staff privilege delineation process, shall be included as a portion of the District's Performance Improvement program.

Section 14 The Governing Body specifies that under the privacy regulations of the Health Insurance Portability and Accountability Act (HIPAA), the Medical Staff and the District are in an Organized Health Care Arrangement (OHCA). The OHCA is a clinically integrated care setting in which individuals receive health care from more than one provider and the providers hold themselves out to the public as participating in a joint arrangement. The Medical Staff is in an OHCA with the District for care provided at District facilities. This joint arrangement is disclosed to the patients in the Notice of Privacy Practices given to patients when they access care at any of the District's facilities.

Article V Joint Committees

Section 1 The President of the Governing Body or a member of the Board appointed by the President shall participate, along with the Chief Executive Officer, in the Joint Conference Committee, which is a committee of the Medical Staff of Kaweah Delta Health Care District. This committee shall serve as a systematic mechanism for communication between members of the Governing Body, the Administration, and members of the Medical Staff of Kaweah Delta Health Care District. Specifically, issues which relate to quality of patient care shall be regularly addressed. Additionally, other matters of communication which are of importance to maintaining a sound working relationship between the Governing Body and the Medical Staff shall be discussed. These meetings shall be held at a minimum of every other month and minutes, if any, shall be kept by the organized Medical Staff under the direction of its President. The proceedings and records of this committee are protected by Section 1157 of the evidence Code.

Article VI Chief Executive Officer

Section 1 The Governing Body shall be solely responsible for appointment or dismissal of the Chief Executive Officer. {Board of Directors policy – BOD2 – Chief Executive Officer (CEO) Transition}

Section 2 The Governing Body shall assure that the Chief Executive Officer is qualified for his responsibilities through education and/or experience {Board of Directors policy – BOD3 – Chief Executive Officer (CEO) Criteria}.

Section 3 The Chief Executive Officer shall act on behalf of the Governing Body in the overall management of the District.

Section 4 In the absence of the Chief Executive Officer, a Vice President designated by the Chief Executive Officer or by the President of the Governing Body shall assume the responsibilities of this position. The Governing Body retains final authority to name the person to act during the absence or incapacity of the Chief Executive Officer.

- Section 5** Annually the Governing Body shall meet in Executive session to monitor the performance of the Chief Executive Officer. The conclusions and recommendations from this performance evaluation will be transmitted to the Chief Executive Officer by the Governing Body.
- Section 6** The Chief Executive Officer shall select, employ, control, and have authority to discharge any employee of the District other than any individual with the title or equivalent function of Senior Vice President, Vice President, Compliance and Privacy Officer, Director of Internal Audit, or Board Clerk. Employment of new personnel shall be subject to budget authorization granted by the Board of Directors of Kaweah Delta Health Care District.
- Section 7** The Chief Executive Officer shall organize, and have the authority to reorganize the administrative structure of the District, below the level of CEO, subject to the limitations set forth in in Section 6 above. The District’s organizational chart shall reflect that the Compliance and Privacy Officer, and the Director of Internal Audit have direct, solid-line reporting relationships to the Board (functional) and to the CEO (administrative).
- Section 8** The Chief Executive Officer shall report to the Board at regular and special meetings all significant items of business of Kaweah Delta Health Care District and make recommendations concerning the disposition thereof. The Chief Executive Officer shall, directly and through the District’s Vice Presidents, keep the Compliance and Privacy Officer, and the Director of Internal Audit well-informed of District operations and shall promptly inform them of any matter that may expose the District to a material legal, regulatory or financial liability.
- Section 9** The Chief Executive Officer shall submit regularly, in cooperation with the appropriate committee of the Board, periodic reports that may be required by the Board.
- Section 10** The Chief Executive Officer shall attend all meetings of the Board when possible and shall attend meetings of the various committees of the Board when so requested by the committee chairperson.
- Section 11** The Chief Executive Officer shall serve as a liaison between the Board and the Medical Staff of Kaweah Delta Hospital. The Chief Executive Officer shall cooperate with the Medical Staff and secure like cooperation on the part of all concerned with rendering professional service to the end that patients may receive the best possible care.
- Section 12** The Chief Executive Officer shall make recommendations concerning the purchase of equipment and supplies and the provision of services by the District, considering the existing and developing needs of the community and the availability of financial and medical resources.
- Section 13** The Chief Executive Officer shall keep abreast and be informed of new developments in the medical and administrative areas of hospital administration.
- Section 14** The Chief Executive Officer shall oversee the District’s physical plants and ground and keep them in a good state of repair, conferring with the appropriate

committee of the Board in major matters, but carrying out routine repairs and maintenance without such consultation.

- Section 15** The Chief Executive Officer shall supervise all business affairs such as the records of financial transactions, collections of accounts and purchase and issuance of supplies, and be certain that all funds are collected and expended to the best possible advantage.
- Section 16** The Chief Executive Officer shall supervise the preservation of the permanent medical records of the District and act as overall custodian of these records.
- Section 17** The Chief Executive Officer shall keep abreast of changes in applicable laws and regulations and shall insure that a District compliance program, appropriate educational programs, and organizational memberships are in place to carry out this responsibility.
- Section 18** The Chief Executive Officer shall be responsible for assuring the organization's compliance with applicable licensure requirements, laws, rules, and regulations, and for promptly acting upon any reports and/or recommendations from authorized agencies, as applicable.
- Section 19** The Chief Executive Officer will ensure that the business of the Health Care District is conducted openly and transparently, as required by law.
- Section 20** The Chief Executive Officer will oversee the activities of the Health Care District's community relations committees to ensure meaningful participation of community members and communication of the input and recommendation from the committee to the Board and to KDHCDC management.
- Section 21** The Chief Executive Officer shall perform any special duties assigned or delegated to him by the Board.

Article VII The Health Care District Guild

- Section 1** The Governing Body recognizes the Kaweah Delta Health Care District Guild in support of the staff and patients of the District.
- Section 2** The Chief Executive Officer is charged with effecting proper integration of the health care district Guild within the framework of the District organization.
- Section 3** The President of the Guild is encouraged to attend the meetings of the Board of Directors.

Article VIII Performance Improvement (PI)

- Section 1** The Governing Body requires that the Medical Staff and the District staff implement and report on the activities and mechanisms for monitoring and evaluating the quality of patient care, for identifying and resolving problems, and for identifying opportunities to improve patient care within the District.
- Section 2** The Governing Body, through the Chief Executive Officer, shall support these activities and mechanisms.

- Section 3** The Governing Body shall adopt a Performance Improvement Plan and Risk Management Plan for the District and shall provide for resources and support systems to ensure that the plans can be carried out.
- Section 4** The Governing Body requires that a complete and accurate medical record shall be prepared and maintained for each patient; that the medical record of the patient shall be the basis for the review and analysis of quality of care. The Governing Body holds the organized Medical Staff of the health care district responsible for self-governance with respect to the professional work performed in the hospital and for periodic meetings of the Medical Staff to review and analyze at regular intervals their clinical experience. Results of such review will be reported to the Governing body at specific intervals defined by the Board.
- Section 5** The quality assurance mechanisms within any of the District’s facilities shall provide for monitoring of patient care processes to assure that patients with the same health problem are receiving the same level of care within the District.

Article IX Conflict of Interest

- Section 1** The Administration Policy Manual of Kaweah Delta Health Care District and the Board of Directors Policy Manual has a written Conflict of Interest Policy {Administrative Policy AP23 and Board of Directors Policy BOD5} which requires the completion and filing of a Conflict of Interest Statement disclosing financial interests that may be materially affected by official actions and provides that designated staff members must disqualify themselves from acting in their official capacity when necessary in order to avoid a conflict of interest. The requirements of this policy are additional to the provisions of Government Code §87100 and other laws pertaining to conflict of interest; and nothing herein is intended to modify or abridge the provisions of the policies of Kaweah Delta Health Care District which apply to:
- A. members of the Governing Body,
 - B. the executive staff of the District,
 - C. employees who hold designated positions identified in Exhibit “A” of the District Conflict of Interest Code.
- Section 2** Each member of the Governing Body, specified executives, and designated employees must file an annual Conflict of Interest Statement as required by California Code.
- Section 3** The Board shall assess the adequacy of its conflict-of-interest/confidentiality policies and procedures {Board Of Directors Policy - BOD5 - and Administrative Policy 23 – Conflict of Interest} at least every two years.

Article X Indemnification of Directors, Officers, and Employees

Section 1 Actions other than by the District. The District shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of the District to procure a judgment in its favor) by reason of the fact that such person is or was a director, officer or employee of the District, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that the person reasonably believed to be in the best interest of the District and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination by any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in the manner that the person reasonably believed to be in the best interests of the District person's conduct was unlawful.

Section 2 Actions by the District. The District shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of the District to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, or employee of the District, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of that action, if such person acted in good faith, in a manner such person believed to be in the best interest of the District and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under a similar circumstance.

No indemnification shall be made under this Section:

- A. with respect to any claim, issue or matter as to which such person has been adjudged to be liable to the District in their performance of such person's duty to the District, unless and only to the extent that the court in which that proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- B. of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval;
- C. of expenses incurred in defending a threatened or pending action that is settled or otherwise disposed of without court approval.

Section 3 Successful defense by director, officer, or employee. To the extent that a director, officer or employee of the District has been successful on the merits in defense of any proceeding referred to in Section 1 or Section 2 of this Article X, or in defense of any claim, issue or matter therein, the director, officer or employee shall be indemnified as against expenses actually and reasonably incurred by that person in connection therewith.

Section 4 Required approval. Except as provided in Section 3 of this Article, any indemnification under this Article shall be made by the District only if authorized in the specific case, upon a determination that indemnification of the officer, director or employee is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 2 and 3 of this Article X, by one of the following:

- A. a majority vote of a quorum consisting of directors who are not parties to the proceeding; or
- B. the court in which the proceeding is or was pending, on application made by the District or the officer, director or employee, or the attorney or other person rendering services in connection with the defense, whether or not such other person is opposed by the District.

Section 5 Advance of expenses. Expenses incurred in defending any proceeding may be advanced by the District before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the officer, director or employee to repay the amount of the advance unless it shall be determined ultimately that the officer, director or employee is entitled to be indemnified as authorized in this Article.

Section 6 Other contractual rights. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this District may be entitled by contract or otherwise.

Section 7 Limitations. No indemnification or advance shall be made under this Article except as provided in Section 3 or Section 4, in any circumstance where it appears:

- A. that it would be inconsistent with the provision of the Articles, a resolution of the Board, or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- B. that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 8 Insurance. If so desired by the Board of Directors, the District may purchase and maintain insurance on behalf of any officer, director, employee or agent of the corporation, insuring against any liability asserted against or incurred by the director, officer, employee or agent in that capacity or arising out of the person's status as such, whether or not the District would have the power to indemnify the person against that liability under the provisions of this Article.

If any article, section, sub-section, paragraph, sentence, clause or phrase of these District Bylaws is for any reason held to be in conflict with the provisions of the Health and Safety Code of the State of California, such conflict shall not affect the validity of the remaining portion of these Bylaws.

These Bylaws for Kaweah Delta Health Care District are adopted, as amended, this ~~18th~~29th day of ~~December, 2019~~January, 2020.

President
Kaweah Delta Health Care District

Secretary/Treasurer
Kaweah Delta Health Care District